

RETAINED COUNTY AUTHORITY (RCA) COMMITTEE OF LANGLADE, LINCOLN, AND MARATHON COUNTIES

AGENDA

Date & Time of Meeting: **Friday, January 10, 2020, 2:00 p.m.**

Meeting Location: **Courthouse Assembly Room, 500 Forest Street, Wausau, WI 54403**

In addition to attendance in person at the location described above, Board members and the public are invited to attend by telephone conference. Persons wishing to attend the meeting by phone should contact Marathon County Administration at 715-261-1400, at least 24 hours prior to the start time of the meeting for further instructions.

Committee Members: Lance Leonhard, Chair (Marathon County), Robin Stowe (Langlade County), Nancy Bergstrom (Lincoln County), Chad Billeb (Marathon County)

- 1. Call the Meeting of the Retained County Authority (RCA) Committee to Order**
- 2. Approval of the minutes of the December 19, 2019 RCA meeting.**
- 3. Policy Issue Discussion and Possible Committee Action**
 - A. Memorandum on Provision of Legal Services to North Central Health Care
 - B. Proposed Revised Tri-County Agreement
 - C. DHS Grant Opportunity for Youth Crisis Stabilization
- 4. Educational Presentations and Committee Discussion**
 - A. Update on Jail AODA Assessment discussion
- 5. Next Meeting Time, Location and Agenda Items:**
 - A. Future Agenda Items and Meeting Times
 - B. Announcements
- 6. Adjournment of the RCA Committee meeting**

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the Marathon County Clerk's Office at 715-261-1500 or e-mail infomarathon@mail.marathon.co.wi.us one business day before the meeting.

SIGNED /s/ Lance Leonhard
Presiding Officer or Designee

FAXED TO: Wausau Daily Herald, City Pages,
FAXED TO: and Other Media Groups
FAXED BY: M Palmer
FAXED DATE: _____
FAXED TIME: _____

NOTICE POSTED AT COURTHOUSE
BY: M Palmer
DATE: _____
TIME: _____

**THE RETAINED COUNTY AUTHORITY (RCA) COMMITTEE OF
LANGLADE, LINCOLN, AND MARATHON COUNTIES
MINUTES**

Date & Time of Meeting: **Thursday, December 19, 2019 at 8:30 a.m.**

Meeting Location: **Employee Resources Conference Room, 500 Forest Street, Wausau, WI 54403**

Attendance:	Present	Absent
Nancy Bergstrom	X	
Chad Billeb	X	
Lance Leonhard	X	
Robin Stowe		EX

Also Present: Michael Loy

1. Call Meeting to Order

The meeting was called to order at 8:30 a.m. by RCA Chair Lance Leonhard.

2. Approval of the minutes of the November 26, 2019 and December 12, 2019 RCA meetings.

Motion by Bergstrom, second by Billeb, to approve the minutes of the November 26, 2019, and December 12, 2019, RCA meetings. Motion carried.

3. Policy Issue Discussion and Possible Committee Action

A. Revision of the Tri-County Agreement

1. Discussions relative to potential revisions and development of draft language

Discussion:

Chair Leonhard reviews the draft revisions he crafted following the last meeting. Members discuss revisions within the agreement. Leonhard to update draft based on comments.

Consensus emerges that the document should have an effective date of May 1, 2020, and that committee members should work to have the agreement considered by their respective County Board in February. Members indicate that it would likely be helpful to have all representatives on the RCA attend each of the member county's board meetings in February.

Action:

None taken at this time.

Follow up:

Leonhard to revise document based on information from the committee and circulate final draft.

Members to schedule respective meetings with their committees and boards to allow document to be considered in February.

4. Next Meeting Time, Location and Agenda Items:

A. Future Agenda Items and Meeting Times

1. Next meeting – to be scheduled.

Members note the following items for future meetings: DHS Grant opportunity, Jail AODA Assessments

B. Announcements - None

5. Adjournment of the RCA Committee meeting

MOTION BY BILLEB, SECOND BY BERGSTROM, TO ADJOURN THE MEETING. MOTION CARRIED. Meeting adjourned at 9:21 a.m.

Minutes Prepared by

Lance Leonhard on December 19, 2019

Memo

To: Retained County Authority Committee Members
From: Lance Leonhard, RCA Chair, & Scott Corbett, Marathon
County Corporation Counsel
Date: December 23, 2019
Re: North Central Health Care provision of legal services

Question Presented: Based on North Central Health Care's legal service needs, is it viable for a member county to create an Assistant Corporation Counsel dedicated to deliver legal services to North Central Health Care?

Determination: The Tri-County Agreement should be amended to provide that NCHC contract with Marathon County Corporation Counsel for provision of legal services.

Marathon County should create a 1.0 FTE Assistant Corporation Counsel to provide in-house general counsel services and representation to NCHC.

Legal Background:

The delivery of legal services for county departments of community programs is governed by Wisconsin Statutes, specifically Wis. Stats., §51.42(3)(ar)1, which currently reads, in part:

Notwithstanding ss. 59.42 (1) and (2) (b) and 978.05, any multicounty department of community programs may contract for professional legal services that are necessary to carry out the duties of the multicounty department of community programs if the corporation counsel of each county of the multicounty department of community programs has notified the multicounty department of community programs that he or she is unable to provide those services in a timely manner.

This provision was put in place as an amendment to the original statute setting forth duties of a multicounty department of community programs, circa 1983. Prior to that time the Wisconsin Attorney General had opined that the Board created under Wis. Stats., 51.42, did not have authority to contract for private legal services. See 63 Op. Atty Gen. 468 (1974).

Following the amendment of the statute in 1983, Marathon County Corporation Counsel, William A. J. Drenkler, requested clarification from the Attorney General regarding some of the practical and legal effects of the amendment. In that opinion, the Attorney General expressly indicated that the 51.42 Board was limited to the employing counsel only to the extent that those duties were declined by Corporations Counsel (and District Attorneys, in counties without Corporation Counsel):

In my opinion the change in the statute grants a multicounty board power to contract for professional legal services with private counsel on an independent contractor basis if sufficient funds are available only 'if the corporation counsel of each county [or district attorney of each county not having a corporation counsel] of the multicounty board has notified the board that he or she is unable to provide such services in a timely manner.' The amendment evidently was passed in recognition of the opinion referred to and of the restrictive interpretation of then applicable statutes contained therein. *The Legislature could have granted broader power to the board to retain private counsel, but chose to place a strict rein upon its use.*

73 Op. Atty Gen. 8 (1984). [Emphasis added].

Effectively, the Attorney General opinion makes clear that the multicounty board is subordinate to the counties in the sense that it may only hire legal counsel to the extent that area is vacated by the counties. Without independent authority to hire legal counsel, a multicounty community programs board only has the power to hire counsel which is directly ceded to them by the counties.

The Attorney General suggests that counties and their respective 51.42 Boards are in a position to negotiate through the budget process for the specific counsel needed, providing that:

County boards can also influence the decision of a 51.42/51.437 board with respect to any desire to contract for private counsel by providing adequate competent staff in the offices of corporation counsel and district attorney including county employment of an adequate number of assistants.

Id.

Finally, the Attorney General urges that counties and multicounty boards establish clear parameters for representation as follows:

A multicounty 51.42/51.437 board should seek and rely on advice of the district attorney (district attorneys), corporation counsel (corporation counsels) of the county or counties involved. There may be provisions in the multicounty *plan or contract* approved under section 51.42(3)(b) and (c) *which establish lines of primary responsibility or first reference with respect to rendering legal services* to the 51.42/51.437 board.

Id. [Emphasis added].

Since receiving the previously referenced Attorney General Opinion, Corporations Counsel from the three participating counties have declined to provide general counsel services and representation to NCHC. That declination continues to be codified within the Tri-County Agreement. We are unaware of an agreement—either inside or outside of the Tri-County Agreement—that established “lines of responsibility or first reference” as suggested by the Attorney General.

Absent direct general counsel and representation through one of the member counties, general counsel services and representation have been provided to NCHC by a number of private attorneys, including the law firms of Hess, Dexter and Reinhardtson as well as Ruder Ware. Currently, attorneys from Ruder Ware provide legal services to NCHC on a contract basis.

While the members counties have not delivered general counsel services or representation to NCHC, each of the member county Corporations Counsel have maintained familiarity with many of NCHC's core programs and services. Corporations Counsel have historically prosecuted Wisconsin Statutes Chapter 51 involuntary commitment cases as well as, Wis. Stats., Chapter 54/55 adult guardianship and protective placements on behalf of their respective counties. Currently, Marathon County Corporation Counsel prosecutes Chapter 51 actions on behalf of both Marathon and Lincoln Counties and Chapter 54/55 matters on behalf of Marathon, Lincoln and Langlade Counties.

While member Corporation Counsel have not provided general counsel services to NCHC—which began as a multi-county department of community programs—corporation counsels are called upon to deliver general counsel and representation services to several other joint ventures. Marathon County Corporation Counsel provides general counsel services to the Central Wisconsin Airport, City-County Information Technology Commission (CCITC), and Aging & Disability Resource Center of Central Wisconsin (ADRC-CW), as well as the Marathon County Public Library, by contract.

Nature of Legal Services provided:

To assess the nature and quantity of legal services needed by NCHC, Marathon County undertook a review of redacted billing information provided by NCHC's current service provider, Ruder Ware, 17-page memorandum provided by Ruder Ware, and both a summary memorandum from NCHC CEO, Michael Loy, dated January 19, 2017, regarding legal services expenditures from 2013 – 2017 and email correspondence from Michael Loy, dated July 24, 2018, regarding legal services expenditures in 2018. Both the nature and quantity of legal services historically provided to NCHC are examined in further detail below.

The 17-page memorandum provided by Ruder Ware identifies thirty (30) different areas of practice that it provides to NCHC, across which legal professionals completed approximately 340 separate tasks. Some of the tasks listed are redundant across practice areas. The task list later in this memorandum is provided in rank order based on time actually billed. With respect to areas of practice, it is helpful to group the thirty (30) distinct practices areas identified by Ruder Ware as follows:

- 1) Federal/State Regulation Compliance: including both proactive efforts and corrective action, as well as defense of regulatory violations.
- 2) Employment/Labor Law: Hiring and Firing; Personnel Policies; Workers Compensation; Staff Qualifications/Licensure and defense of claims.

- 3) Confidentiality/HIPPA/Patient Rights/Privacy and defense of liability claims
- 4) Contract: Services; Leases
- 5) Collections
- 6) Medicare/Medicaid reimbursement

Based on the redacted billing statements, which detail services provided from 2016 through December 20, 2018, and the email correspondence from CEO Loy providing an overview of the 2017 legal services expenditures, the following general observations can be made regarding the attorney work performed:

- Policy work - The majority of attorney time is devoted to the creation, communication and subsequent modification of policies which are internal to NCHC. These policies are driven primarily, but not exclusively, by external regulations. They also take shape as a result of proactive efforts by NCHC to create procedures to anticipate and avoid issues or problems. A non-exhaustive list includes: medical staff, verbal orders, civil rights, HIPPA security matrix, oversight, investigation process, evidence spoliation, organ procurement, physical security, denial of access, release of records to parent accused of abuse, Substance Abuse Mental Health Services Administration (SAMHSA) regulations, release of records to law enforcement, release of records to POAs, videotaping of crisis interventions, consent by minors when parents refuse, Section 1557 (non-discrimination provision under the Affordable Care Act)). In accordance with policies that have been created there is also substantial attorney time spent managing compliance with policies, the creation of an oversight committee, proactive education, integrating with employee performance evaluations, risk assessments and corrective action.

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering Program Compliance, HIPAA Compliance, and Medical Staff within this category) we would expect "Policy work" to account for approximately 42.5% of the legal services required by NCHC (738.2 of the total 1,734.75 hours of service rendered in 2017).

General Counsel – A significant portion of legal work appears to consist of contract review (e.g., lease agreements, service agreements, Facilities Maintenance Plan, Joint County Contract, etc.); preparing for, attending, and drafting/reviewing agendas and minutes for NCHC Board, Executive Committee, and other subordinate committee meetings; conducting miscellaneous legal research on areas not clearly within the other services categories discussed in this memorandum (i.e., authority of constituent counties to retain authority to approve the hiring of the CEO, research regarding county budgeting and compensation of executives and research regarding external regulatory impact as a result of retained authority); and other miscellaneous

support activities (i.e., review of yearly work plan; project organization, prioritization and oversight; and work with the NCHC Foundation and possible Branch Office development).¹

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering General Counsel and Joint County Contract within this category) we would expect “General Counsel” to account for approximately 30% of the legal services required by NCHC (522.6 of the total 1,734.75 hours of service rendered in 2017).

- General Labor Law – The third largest body of legal tasks performed on behalf of NCHC are best characterized as labor and human resources in nature. Examples within the redacted billings provided would include work relating to the terms of the CEO agreement; issues relating to Executive employment, Physician employment, Midlevel employment, the Residency Program, credentialing, background checks, PTO policy, bonus payments, and the Medical director agreement; and legal research regarding Relative Value Units (measure of Medicare reimbursement for physician services), retention loan benefit and fair market compensation.

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering General Labor and HR within this category) we would expect “General Labor Law” to account for approximately 18% of the legal services required by NCHC (305.2 of the total 1,734.75 hours of service rendered in 2017).

- Active Participation in Ongoing Legal Proceedings and Potential Claim Management – this category is best understood to consist of tasks designed to resolve pending legal actions and mitigate risk of potential, unfiled claims. Examples of such work from the redacted billings provided would include participation in Federal litigation regarding Civil Demand Investigation (100.20 hours), Civil Administrative Demand, Former Nurse Identity Theft issue, HIPPA violation litigation, Discrimination Claims, Termination of Lease litigation, workers compensation claim, complaint letter, internal investigations conducted by attorneys, response to records requests, patient grievance and Medicaid overpayment issue. Potential claim management would include the preparation and amendment of audit letters.

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering CMS Appeal and Civil Administration Demand within this category) we would expect “Active Participation in Ongoing Legal Proceedings and Potential Claim

¹ There are a substantial number of entries in the redacted billings providing “Resident time at NCHC,” which appear to denote that the contract attorney was present at the NCHC for a period of time greater than that which was ultimately billed. E.g., notation from 7/11/17 and 7/13/17 on page 62 of 251 of redacted billing packet. Other references are summary in nature, such as “Resident time. Work regarding general counsel legal services.”

Management” to account for no less than 7% of the legal services required by NCHC (121.15 of the total 1,734.75 hours of service rendered in 2017).²

- Collections – this is the final task category with meaningful legal service time associated. Based on the redacted billing information, most legal service time associated with this task appears to occur in the context of probate proceedings. Our assumption is that these attempts to intervene are likely related to the collection of nursing home related debt.

Based on the 2017 legal services overview provided by CEO Loy, “Collections” accounts for approximately 3% of the legal services required by NCHC (47.6 of the total 1,734.75 hours of service rendered in 2017).

Based on the information provided, our assessment is that the significant majority of NCHC’s legal services needs are consistent with the nature of work performed by County Corporation Counsels across the State of Wisconsin. Marathon County Corporation Counsel is currently responsible for providing legal advice and representation for each of its county departments, as well as multiple joint ventures, having built the specialized knowledge to do so over time. It is our assessment that Marathon County Corporation Counsel has the similar capacity to build the specialized knowledge relative to legal service needs of NCHC.

Quantity and Cost of Legal Services:

An evaluation of the redacted billings and other documents submitted for my review demonstrates that NCHC has been expending considerable financial resources to secure legal services. When these costs are evaluated from an hourly expenditure and annual expenditure perspective, the current costs through the current contractual provider far exceed similar legal service measures within the Marathon County Corporation Counsel’s Office. It is our professional judgement that Marathon County Corporation Counsel can provide said services at significantly lower cost, to the benefit of NCHC and each of the three member counties.

According to the redacted billings, rates for contractually provided legal services—excluding services characterized as “General Counsel Legal Services,” which appear relatively recently to have adopted a flat-fee service agreement of \$10,000 per month—range as set forth below:

- Paralegal billing rate - \$150-195 per hour
- Attorney billing rate - \$210-375 per hour

² The approximate workload suggested by the 2017 Legal Expense Overview is likely a significant underestimate of the work in this category that was reflected in the redacted billings; however, the limited nature of the information within the billings does not allow for the assessment of the potential for considerable savings through increased utilization of insurance counsel in those situations where NCHC is insured against potential damages. Similarly, insurance providers can be extremely helpful in the creation, revision and implementation of policy.

Annually, between 2013 and 2017, NCHC reported total legal services expenditures as follows:

	2013	2014	2015	2016	2017
Expenses	\$141,583	\$225,756	\$65,074	\$272,185	\$406,096

The average annual legal service cost during that same five (5) year period was \$222,139.

Examining the legal services provided through the lens of “hours of service,” is best accomplished through review of the 2017 Legal Expense Overview email from CEO Loy, which provides that during 2017, a total of 1,734.75 hours of legal services were provided to NCHC. If we assume that a full-time equivalent position equates to a total of 2080 hours available for service in any given year, we understand that in 2017, the year that NCHC obtained the greatest amount of legal service in the five-year period measured, NCHC needed slightly less than one full-time equivalent of collective legal services. Given that the average legal service need during the five-year period from 2013-2017, was approximately one-half of the need in 2017, one could estimate that a 0.5 FTE legal services employee would be sufficient to meet NCHC’s needs. However, based on the narrative comments from CEO Loy in his email correspondence dated July 24, 2018, noting that his assessment is that NCHC remains “vastly under resourced” as it relates to legal services, the remainder of our analysis assumes that the needs of NCHC are more adequately represented by the 2017 workload than the services delivered in the preceding years within the period or the average using during the entire period.

To assess the potential financial benefit of transitioning NCHC’s legal service provision to a County Corporation Counsel’s Office, it is necessary to examine the total compensation costs associated with a Paralegal and Assistant Corporation Counsel, see below:

	Min. Annual	Min. Hourly	Mid pt. Annual	Mid pt. Hourly	Max. Annual	Max. Hourly
Paralegal	\$77,931	\$37.47	\$87,636	\$42.13	\$97,343	\$46.80
Asst. Corp. Counsel	\$84,639	\$40.70	\$97,074	\$46.67	\$109,510	\$52.65

Based on the cost differential between the delivery of legal services between the current contractual provider and the Marathon County Corporation Counsel’s Office, both with respect to the hourly rate and the annual expense, it is apparent that the utilization of the Marathon County Corporation Counsel’s Office for NCHC legal services has the potential to result in a considerable reduction in overall legal service cost. There is no doubt that issues will arise that require specialized representation on a case-by-case basis. However, the identification of such issues and oversight of such representation are a hallmark of general counsel responsibilities. The provision of general counsel services by Corporation Counsel will result in greater attorney-time availability at less cost.

Conclusions/Comments:

In light of the nature and quantity of NCHC’s current legal service needs, the cost of NCHC meeting those needs through its current private contractual provider, and given the capabilities and costs

associated with Marathon County Corporation Counsel's Office delivery of a comparable quantity of legal services, it is our professional recommendation that the Tri-County Agreement be amended to provide that NCHC contract with Marathon County Corporation Counsel for the provision of legal services to NCHC.

Should the Tri-County Agreement be so amended, we would further recommend that Marathon County create a full-time Assistant Corporation Counsel position to be the primary mechanism by which legal services would be rendered. Further review of whether additional legal support staff would be necessary could occur at a later date.

DRAFT

**AGREEMENT FOR THE JOINT SPONSORSHIP
OF COMMUNITY PROGRAMS**

Between

Langlade, Lincoln & Marathon Counties

| ~~January 1, 2017 – December 31, 2021~~ TBD May 1, 2020 – April 30, 2025

I	PARTIES	
A.	Counties.....	5
B.	North Central Community Services Program	5
II.	PURPOSE	5
A.	Legislative Policy.....	5
B.	Legislative Purpose.....	5
C.	County Responsibility	6
D.	Required County Program – Mental Health	6
E.	Required County Program – Protective Services and Protective Placement	6
F.	Multicounty Agreement Requirement.....	6
G.	Prior Joint County Agreements Superseded.....	6
H.	Member Counties’ Legislative Purpose.....	6
III.	BACKGROUND.....	7
A.	Wisconsin Law Enactment	7
B.	County Community Program Establishment	7
C.	Developmental Disabilities Program.....	87
D.	Marathon County Nursing Home	8
E.	Designated Protective Services Agencies	8
1.	Langlade County	8
2.	Lincoln County.....	8
3.	Marathon County.....	8
F.	Initial Joint County Agreement.....	89
IV.	<u>NORTH CENTRAL COMMUNITY SERVICES</u> PROGRAM DUTIES.....	9
A.	Agreements for Services.....	9
B.	Agreements for Facilities.....	9
C.	Contract for Legal Services	109
D.	Provision of Services.....	10
E.	Prepare Local Plan.....	10
F.	Program Implementation	110
G.	School Board Referrals; Interagency Cooperation.....	110
H.	Budget.....	11
I.	Costs of Services	11
J.	Reports, Surveys, and Approvals	11
K.	Authorize Care	11
V.	<u>RETAINED COUNTY BOARD AUTHORITY COMMITTEE</u>	11
A.	<u>Purpose</u>	11
B.	<u>Committee Composition</u>	12
C.	<u>Reporting Relationship</u>	12
D.	<u>Duties and Responsibilities</u>	12
E.	<u>Other Organizational Relationships</u>	16

VI.	NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD	116
A.	Purpose	116
B.	Appointment of North Central Community Services Program Board	127
C.	Composition of the Board	127
D.	Board Representation.....	127
E.	Appointment of County Supervisors	127
F.	Term of Office.....	137
G.	Removal for Cause	137
H.	Removal of County Supervisor Board members	138
I.	Vacancies.....	138
J.	Other Appointing Authority.....	138
K.	Powers Executive Committee of the NCCSP Board	138
L.	Additional Powers of the NCCSP Boardand Duties.....	1623
M.	Additional Discretionary Powers and Duties	1924
N.	Additional Discretionary Powers	20
<hr/>		
VII.	COMMUNITY PROGRAMS DIRECTOR	204
A.	General Powers.....	204
B.	Specific Powers and Duties.....	215
VIII.	GENERAL FINANCIAL PROVISIONS	226
A.	Accounting Period.....	226
B.	Accounting Practices.....	236
C.	Annual Audit	236
D.	County Appropriations.....	236
1.	Community Services Program	236
a.	Operations Budget.....	237
b.	Program Revenue.....	247
c.	Program Expenses	248
2.	Reserves Determination	248
3.	Capital Budget	259
4.	Ownership and Depreciation	259
5.	Insurance Coverage	259
6.	Reconciliation	259
7.	Appropriation Payment	259
8.	Collections for Service Recipients.....	259
9.	Other Programs.....	259
VIIIX.	TERMINATION OF THE AGREEMENT	269
A.	Term of the Agreement.....	269
B.	Termination of the Agreement Annual Review	2630
C.	Continuation of Sponsorship Termination of the Agreement.....	2630
D.	Liquidation of NCCSP Continuation of Sponsorship	2730
E.	Liquidation of NCCSP	31

<u>IX.</u>	MISCELLANEOUS	<u>2732</u>
A.	Other Arrangements	<u>2732</u>
B.	Assignment	<u>2732</u>
C.	Waiver and Modification	<u>2732</u>
D.	Automatic Modification	<u>2832</u>
E.	Captions	<u>2832</u>
F.	Severability	<u>2832</u>
G.	Construction	<u>2832</u>
H.	Other Documents.....	<u>2832</u>
I.	Entire Agreement	<u>2832</u>
J.	Counterparts	<u>2832</u>
K.	Parties Bound	<u>2832</u>
L.	Immunity	<u>2833</u>

JOINT COUNTY AGREEMENT

Langlade, Lincoln and Marathon Counties agree to continue sponsorship of a multicounty department of community programs known as North Central Community Services Program, for the purposes of administering a community mental health, alcoholism and drug abuse program and Protective Services and Protective Placement on the following terms:

I. PARTIES

- A. Counties.** Langlade, Lincoln and Marathon Counties are political subdivisions of the State of Wisconsin, established pursuant to §§2.01(34), 2.01(35), and 2.01(37), Wis. Stats., respectively, and doing business as quasi-municipal corporations, pursuant to §59.01, Wis. Stats.
- B. North Central Community Services Program** (“NCCSP”) is a multicounty community services program established pursuant to §§ 51.42 and 66.0301, Wis. Stats., and is also designated to provide Protective Services and Protective Placement to residents of Lincoln, Langlade and Marathon Counties, pursuant to §55.02, Wis. Stats. It is intent of the member counties that the multicounty community services program established herein be construed to be a political corporation or governmental subdivision or agency thereof pursuant to Wis. Stat. Chapters 893 and 895, and related statutes. NCCSP is not a party to this ~~agreement~~ Agreement, but rather it is created by virtue of the agreement of Langlade, Lincoln and Marathon Counties.

II. PURPOSE

This Agreement of the Counties is based on the following policies and mandates of the State of Wisconsin as found in the Wisconsin Statutes:

- A. Legislative Policy.** The Wisconsin Legislature has stated in Wisconsin Statutes that it is the policy of the State to assure the provision of a full range of treatment and rehabilitation services in the state for all mental disorders including for mental illness, alcoholism and other drug abuse.
- B. Legislative Purpose.** To carry out the policy of the State of Wisconsin the Legislature enacted ~~Section §~~ 51.42 of the Wisconsin Statutes stating its purpose as follows:

~~The purpose and intent of this section is [t]o enable and to encourage counties to develop a comprehensive range of services offering continuity of care [;-t]o utilize and expand existing governmental, voluntary and private community resources for provision of services to prevent or~~

ameliorate mental disabilities, including but not limited to mental illness, developmental disabilities mental retardation, alcoholism and drug abuse; ~~t~~o provide for the integration of administration of those services and facilities organized under this section through the establishment of a county department of community programs~~unified governing and policy-making board~~; and ~~t~~o authorize state consultative services, reviews and establishment of standards and grants-in-aid for such programs of services and facilities.

- C. County Responsibility.** The Legislature has decreed that the county boards of supervisors have the primary responsibility for the well-being, treatment and care of the mentally ill, developmentally disabled, alcoholic and other drug dependent citizens and for providing Protective Services and Protective Placement to persons residing within their respective counties and ensuring that those individuals in need of such emergency services found within their respective counties receive immediate emergency services.
- D. Required County Program -Mental Health.** In § 51.42 of the Statutes, the Legislature has required that the county board of supervisors of every county, or the county boards of supervisors of two or more contiguous counties, shall establish a county department of community programs on a single-county or multicounty basis to administer a community mental health, developmental disabilities, alcoholism and drug abuse program, make appropriations to operate the program and authorize the county department of community programs to apply for grants-in-aid under § 51.423 of the Statutes.
- E. Required County Program -Protective Services and Protective Placement.** In §55.02 of the Statutes, the Legislature has required that every county board of supervisors shall designate a county department to have the responsibility for planning for the provision of protective services and protective placement and for directly providing protective services and protective placement.
- F. Multicounty Agreement Requirement.** Section 51.42(3)(c) of the Statutes provides that no grant-in-aid may be made to a multicounty department of community programs until the counties which established the multicounty department of community programs have drawn up a detailed contractual agreement, approved by the ~~secretary~~Secretary of the Department of Health Services, setting forth the plans for joint sponsorship. a detailed contractual agreement between the counties which established the multicounty department of community programs is entered into and approved by the secretary of the Wisconsin Department of Health and Social Services. It is the intent of Langlade, Lincoln and Marathon Counties that this agreement~~Agreement~~ satisfy the requirements of § 51.42(3)(c) of the Wisconsin Statutes.
- G. Prior Joint County Agreements Superseded.** The Agreement supersedes all previous agreements between Lincoln, Langlade and Marathon Counties concerning the establishment and ongoing sponsorship of the North Central Community

Services Program, including the Joint County Human Services Agreement entered in July of 1983, the updated Joint County Agreement entered in 1986, ~~and~~ the updated Joint County Agreement entered in 2008, and the updated Joint County Agreement entered in 2017. ~~In 2012, Lincoln and Langlade County passed a Revised Joint County Agreement which Marathon County never ratified. This Agreement supersedes that agreement as well.~~

H. Member Counties' Legislative Purpose. The intent of Lincoln, Langlade and Marathon Counties is to establish a multicounty department of community programs that is responsive to the needs and priorities of the member counties, effectively operating as a county department of multiple counties under a government service model, as opposed to an independent not-for-profit entity. This ~~agreement~~Agreement governs the provision of all services provided to the member counties by, or through, NCCSP in accordance with Chapter 51 of the Wisconsin Statutes. Each of the member counties remain free to contract with NCCSP for the administration of any other health care program or institution.

III. BACKGROUND

Although a recitation of the history of this Agreement is not required by law in order to constitute an enforceable Agreement, it has been deemed by the authors to contain relevant context for interpretation as well as future drafters of ongoing revisions. The establishment of the North Central Community Services Program (NCCSP) was based on the following State and County enactments:

- A. Wisconsin Law Enactment.** Section 51.42 of the Wisconsin Statutes was enacted by the Wisconsin Legislature in Section 361 of Chapter 125 of the Laws of 1971 creating the liability of the counties to provide programs of treatment and rehabilitative services for mental illness, developmental disabilities, alcoholism and other drug abuse.
- B. County Community Program Establishment.** Langlade, Lincoln and Marathon Counties each passed resolutions to combine with the others to establish the Community Mental Health Program to provide services in mental health, mental retardation, alcoholism and drug abuse pursuant to § 51.42 of the Statutes. The Boards of Supervisors of Langlade and Lincoln Counties passed their resolutions on March 14, 1972 and the Board of Supervisors of Marathon County passed its resolution on March 17, 1972. The resolutions each also provided for the creation of a board of directors to be the governing and policy-making board for what was then called the "Community Mental Health Program." The County resolutions provided for the election of ~~twelve~~ (12) directors to the board by Marathon County and one (1) director each to the board by Langlade and Lincoln Counties and for other provisions regarding the election and terms of office of board members. In July of 1972 the Counties enacted resolutions providing that the Marathon County Board of Supervisors would elect ~~ten~~ (10) members and the Langlade and Lincoln County

Boards of Supervisors would elect two (2) members each to the ~~Board~~board. In March of 2020, the Counties enacted resolutions providing that each member County's respective ~~the number of members~~directors would generally be based on each member County's respective total budget expenditures determined as of the effective date of the new Joint County Agreement, ~~whereas- and that no County would have fewer than two (2) members. Based on the 2019 NCCSP annual budget this Agreement provides, effectively providing that the~~ Marathon County Board of Supervisors would elect nine (9) members, the Lincoln County Board of Supervisors would elect ~~ed~~ three (3) members and the Langlade County Board of Supervisors would elect two (2) members each to the Board.

- C. **Developmental Disabilities Program.** In 1973, the Legislature passed the Developmental Disabilities Act, which allowed Counties to form separate Developmental Disabilities Services programs or to provide the services through the Community Services Program under § 51.42 of the Statutes. Lincoln County chose to form a separate Developmental Disabilities Services Program, while Langlade and Marathon Counties joined together to provide services for the developmentally disabled.

In 2008, Marathon County joined with Portage and Wood County to create Community Care of Central Wisconsin (CCCW), pursuant to Wis. Stats. ~~sections~~Sections sections § 46.2803 thru 46.2895, in order to provide regional care for Developmentally Disabled persons residing in those counties. In 2011, Langlade and Lincoln Counties also joined ~~the~~CCCW. Since joining, each County now pays a required liability directly to the State of Wisconsin for the operation of CCCW, or its successor organization(s) ~~who were~~ created for the provision of services for the developmentally disabled. NCCSP continues to be a service provider for the developmentally disabled, but the Counties are no longer are required to provide these services.

In 2020, Lincoln County transferred their Development Disabilities Services Program from their Social Services Department to the NCCSP Board, effectively joining with Langlade and Marathon Counties ~~to~~in having the NCCSP provide services for the developmentally disabled on behalf of the countytogether.

- D. **Marathon County Nursing Home.** On November 13, 1973, the Marathon County Board of Supervisors passed a resolution providing for the governance of its Nursing Homes by the NCCSP Board.

There has been a separate Nursing Home Management Agreement in existence since 1998. In December 2006, the NCCSP Board appointed a Nursing Home Operations Committee to assist in the oversight of the operations of the Marathon County Nursing Home (Mount View Care Center).

E. Lincoln County Nursing Home. On September 17, 2019, the Lincoln County Board of Supervisors passed a resolution providing for the governance of its Nursing Home (Pine Crest) ~~to~~by the NCCSP Board.

There was a separate Nursing Home Management Agreement executed following the adoption of the transfer. The NCCSP Board expanded the scope of the Nursing Home Operations Committee to assist in the oversight of the operations of both Pine Crest Nursing Home and Mount View Care Center.

F. Designated Protective Services and Protective Placement Agencies. Pursuant to § 55.02(2), the Chairperson of each County Board of Supervisors is responsible for designating the county department responsible for planning for the provision of protective services and protective placement and for directly providing protective services, protective placement, or both, or entering into a contract for the provision of protective services and protective placements.

~~E.~~—Since 2009, following the implementation of Family Care, the Chairpersons of the County Boards of Langlade, Lincoln, and Marathon Counties, have designated the NCCSP to serve as the Protective Services Agency responsible for planning for the provision of protective services and protective placement and for directly providing protective services and protective placement. The Chairpersons of the County Boards of Supervisors in each of the Counties has designated agencies under § 55.02 of the Statutes to be responsible for the provision of protective services and protective placements as follows:

1.—Langlade County. In Langlade County, the Chairperson of the County Board of Supervisors has designated the Langlade County Department of Social Services as the Protective Services Agency responsible for those residents of Langlade County suffering from physical disabilities and the infirmities of aging and NCCSP as the Protective Services Agency responsible for those residents of Langlade County experiencing mental illness, alcoholism and other drug abuse and developmental disabilities.

2.—Lincoln County. In Lincoln County, the Chairperson of the County Board of Supervisors has designated the Lincoln County Department of Social Services as the Protective Services Agency responsible for those residents of Lincoln County suffering from physical disabilities and the infirmities of aging, the Lincoln County 51.437 Board as the Protective Services Agency responsible for those adult residents who are developmentally disabled and NCCSP as the Protective Services Agency responsible for those residents experiencing mental illness and alcoholism and other drug abuse.

Marathon County. In Marathon County, the Chairperson of the County Board of Supervisors originally designated the Marathon County Department of Social Services as the Protective Services Agency responsible for those residents of Marathon County suffering from physical disabilities and the infirmities of aging who became incompetent while residing outside of a nursing home facility operated by NCCSP. NCCSP was

~~designated the Protective Services Agency responsible for those residents of Marathon County experiencing mental illness, alcoholism and other drug abuse, and developmental disabilities and for those residents suffering from the infirmities of aging if the person became incapacitated due to infirmities of aging while residing in a nursing home facility operated by NCCSP. In 2008, all adult protective services and protective placements within Marathon County were unified under NCCSP.~~

F.G. Initial Joint County Contract. In July of 1983, the three Counties entered into a “Joint County Human Services Agreement” for the continued sponsorship of what is now known as the Community Services Program under a more detailed agreement than the provisions of the earlier County Board resolutions. The agreements were updated by action of the three counties in 1986, 1995 and 2008. In 2012, the counties initiated a process to again revise the agreement. As a result of the revision process, Lincoln and Langlade County each passed resolutions adopting the revised agreement; however, the revised agreement was not ratified by Marathon County. In January of 2016, Marathon County adopted a resolution directing the examination of whether a different governance structure was more well-suited for the provision of services required under § 51.42. Thereafter, in September of 2016, Marathon County adopted a resolution directing Marathon County Administration to negotiate a new agreement with both Lincoln and Langlade Counties that was time-limited, provided greater county oversight and control of NCCSP, and was committed to (1) financial integrity, (2) program adaptability and consistency, and (3) ongoing quality measurement, reporting and improvement. Representatives from each of the member counties met on multiple occasions during the ensuing months. Thereafter, in December of 2016, all three Counties ratified a resolution for a new Joint County Agreement effective January, 2017. ~~This Agreement is the product of those meetings and negotiations, and, as indicated above, this~~ Agreement supersedes all previous Joint County Contracts/Agreements.

IV. ~~NCCSP~~**PROGRAM DUTIES**

The NCCSP shall perform the duties listed below as well as all other duties provided by Wisconsin Statutes.

- A. ~~Agreements For~~**Agreements For Services.** NCCSP shall enter into ~~a~~Agreements to render services to or secure services from other agencies or resources, including out of state agencies or resources, as permitted under § 51.42 or any other applicable provision of state or federal law and as permitted under this Agreement.
- B. ~~Agreements For~~**Agreements For Facilities.** NCCSP shall enter into ~~a~~Agreements for the use of any facility as an approved public treatment facility under § 51.45 for the treatment of alcoholics or persons who are drug dependent if NCCSP deems it to be an effective and economical course to follow. (§ 51.42(3)(ar)2).

C. Contract ~~For~~ Legal Services. NCCSP shall contract for legal services ~~legal services from the Marathon County Corporation Counsel's Office~~ ~~private legal counsel.~~ NCCSP shall pay Marathon County, on behalf of the member Counties, for said a pro-rated cost allocation for legal services using an approved allocation methodology set by the NCCSP Board. NCCSP is responsible for developing A an appropriate operating budget for legal services. The interest of each of the Counties, as it relates to the -and NCCSP, shall be represented equally ~~equally~~ by its the Marathon County Corporation Counsel's Office, and the interests of NCCSP unless shall be represented ~~the Marathon County Corporation Counsel's Office~~ believes it has a potential conflict of interest in the specific representation. In the event Marathon County Corporation Counsel has such a concern, it will convey that information to NCCSP and authorize NCCSP, through its CEO, to secure outside counsel for a limited-scope representation.

~~C.D.~~ D. Provision of Services. NCCSP shall, within the limits of available state and federal funds and of county funds appropriated to match and overmatch state funds, offer the following services and facilities ~~to~~ provide for the program needs of persons suffering from mental disabilities:

1. Collaborative and cooperative services with public health and other groups for programs of prevention.
2. Comprehensive diagnostic and evaluation services, including assessment as specified under §§ 114.09(2)(bm), 343.30(1q) and 343.305(10) and assessments under §§ 48.295(1) and 938.295(1).
3. Inpatient and outpatient care and treatment, residential facilities, partial hospitalization, day treatment, intensive outpatient, emergency care and supportive transitional services.
4. Related research and staff in-service training, ~~except that NCCSP shall consult the county department of developmental disabilities services under § 51.437 in Lincoln County in developing in-service training~~ on emergency detention and emergency protective placement procedures ~~before providing these services to Lincoln County.~~
5. Continuous planning, development and evaluation of programs and services for all population groups.
6. Ensure that pregnant women are given first priority for services for alcohol and drug abuse if funding is insufficient to meet the needs of all eligible individuals.

See § 51.42(3)(ar)4

~~D.E.~~ E. Prepare Local Plan. NCCSP shall prepare, as ~~further described below~~ described below and in § 51.42(3)(ar)5, a local plan, every three (3) years, or as otherwise required by the Department of Health Services (DHS), which includes an inventory of all existing resources, identifies needed new resources and services and contains a plan for meeting the needs of the mentally ill, developmentally disabled, alcoholic, drug abusers and those with other psychiatric disabilities for citizens residing within the jurisdiction of ~~the~~ NCCSP and for persons in need of emergency

services found within the jurisdiction of NCCSP. The plan shall also include the establishment of long-range goals and intermediate-range plans, detailing priorities and estimated costs and providing for coordination of local services and continuity of care. The plan shall state how the needs of homeless persons and adults with serious and persistent mental illness, children with serious emotional disturbances and minorities will be met by NCCSP. The NCCSP shall submit the plan to the Department of Health Services for review in accordance with § 51.42(7)(a)9 and § 51.02(1)(f) in accordance with the deadlines established under § 51.42(7)(a)9. Source: sec. 51.42(3)(ar)5.

E.F. Program Implementation. Under the supervision of its Chief Executive Officer (as defined pursuant to Article VII of this Agreement), and using qualified personnel with training or experience, or both, in mental health or in alcoholism or drug abuse, NCCSP shall be responsible, as further described in this Agreement, for the planning and implementation of programs relating to mental health, developmental disabilities, alcoholism and drug abuse.

F.G. School Board Referrals; Interagency Cooperation. NCCSP shall acknowledge receipt of notifications received under ~~§see-~~115.812 (2) of the Wisconsin Statutes.

G.H. Budget. NCCSP shall submit a proposed budget covering services based on the Local Plan for the succeeding calendar year to the ~~Committee, for provision to the~~ county boards of supervisors of Langlade, Lincoln and Marathon Counties, no later than September 1 for approval by the County boards of supervisors and inclusion as part of the proposed County budgets. NCCSP shall submit a final budget to DHS. See § 51.42(3)(ar)8.

H.I. Costs of Services. NCCSP shall determine the cost of all services it purchases based on standards and requirements prescribed by ~~§see-~~46.036, Wis. Stats. See § 51.42(3)(ar)9.

I.J. Reports, Surveys, and Approvals. NCCSP shall provide all reports, conduct all surveys and obtain all approvals required by law, including but not limited to the following:

1. Annually report to the department of health services (“department”) regarding the use of any contract entered into under ~~§see-~~51.87,
2. Except in an emergency, review and approve or disapprove all admissions to nursing homes of mentally ill persons under age 65 who are residents of the county, and
3. Submit to the department in a timely fashion, as specified by the department, any reports necessary to comply with the requirements under 42 USC 300x-52.

J.K. Authorize Care. NCCSP shall authorize all care of any patient in a state, local

or private facility for which it is responsible.

~~V. RETAINED COUNTY BOARD AUTHORITY COMMITTEE~~

~~A. **Purpose.** The Retained County Board Authority Committee (“the Committee”) is an entity designated by each of the respective member county Boards of Supervisors to exercise authority retained by the respective County Boards, as provided under sec. 51.42(5) of the Wisconsin Statutes, in the manner described within this agreement.~~

~~B. **Committee Composition**~~

~~1. Each individual county’s representatives shall be appointed by the Board of Supervisors of the respective member counties in accordance with Chapter 59 of the Wisconsin Statutes. The committee shall be comprised of four (4) members. Individual member counties are represented within the committee as follows:~~

- ~~a. Marathon County — 2 members~~
- ~~b. Lincoln County — 1 member~~
- ~~c. Langlade County — 1 member~~

~~2. **Term of Office** — the term of office for each representative of the respective member counties appointed to the Committee shall coincide with the respective terms of the representative’s County Board.~~

~~C. **Reporting Relationship.** Representatives of the member counties report directly to their respective member County Boards.~~

~~D. **Duties and Responsibilities:**~~

~~1. **General**~~

~~a. Exercise the retained authority of the member counties, as provided for within the Wisconsin Statutes and as specifically described below, relative to the following:~~

~~2. The Chief Executive Officer (“CEO”) of the NCCSP — 51.42(5)(a)4~~

~~a. **Selection**~~

~~i. The Committee shall participate in the selection planning process, including the definition of the position duties and qualifications.~~

- ii. ~~The Committee shall be afforded the ability to access all applicant materials, reports, other materials, and information obtained by NCCSP that is relevant to the selection of the CEO.~~
- iii. ~~The Committee shall be afforded the ability to participate in candidate interviews.~~
- iv. ~~The Committee shall make its own independent recommendation to the respective member County Boards regarding the hiring decision.~~
- b. ~~Appraisal~~
 - i. ~~The Committee shall participate with the CEO and the Board in the development of an annual work plan for CEO, which includes performance metrics.~~
 - ii. ~~The Committee shall conduct a performance appraisal of the NCCSP CEO on a semi-annual basis. The appraisal should evaluate the CEO in light of the approved work plan and any other criteria deemed appropriate by the by the NCCSP Board.~~
- c. ~~Removal~~
 - i. ~~The Committee has the authority to, and is charged to, if appropriate circumstances are deemed to exist, make an independent recommendation to the respective county boards for the removal of the CEO.~~

~~3. Salaries of NCCSP Employees – 51.42(5)(a)5~~

- a. ~~Non-CEO Employee Compensation – The Committee shall receive a proposed compensation policy from the Board for all NCCSP employees, no later than July 1, 2017.~~
 - i. ~~The Committee is authorized to modify the proposed policy and grant final approval on behalf of the respective county boards. Final approval shall be granted no later than August 15, 2017.~~
 - ii. ~~Upon final approval, the Committee shall transmit the compensation policy to the NCCSP Board for implementation.~~
- b. ~~CEO Compensation – The Committee shall review the CEO Compensation Plan on an annual basis.~~
 - i. ~~The Committee is authorized to modify the proposed CEO compensation plan and grant final approval on behalf of the respective county boards. Final approval shall be granted no later than August 15 of each calendar year.~~

~~4. Budget – 51.42(5)(a)6~~

- a. ~~The Committee shall receive the proposed budget from the NCCSP Board, review same, and create the final budget for submission to the respective County Boards, no later than October 1 of each calendar year.~~

~~b. The Committee shall participate with the Board in the creation and updating of program development plans which establish intermediate and long range goals based upon community needs assessment, which are explicit about tradeoffs and the impact of changes to the member Counties' system.~~

~~i. In advance of the Board preparing its annual operating budget, no later than June 1 of each calendar year, the Committee shall communicate the budget guidelines and priorities of the member counties to the Board.~~

~~c. The Committee shall select an independent certified public accounting firm to perform an annual audit of the financial records of NCCSP and forward its selection to the NCCSP Finance, Personnel and Property Committee.~~

~~i. The Committee shall review any and all audit reports and shall attend any presentation by the auditing firm of the NCCSP yearly audit.~~

~~d. The Committee shall consider any and all requests for financial transfers to or from particular program areas in excess of \$20,000.~~

~~i. Transfers cannot be artificially divided to eliminate compliance with this section.~~

~~5. Assessment of Services – 51.42(5)(a)12~~

~~a. Development of Performance Standards~~

~~i. The Committee shall clarify Program Outcome Expectations in the form of performance standards for each of the services provided by NCCSP, no later than July 1 of each calendar year.~~

~~ii. The Committee is not responsible for making care-related decisions with respect to individual patients. All decisions of the Committee shall be deemed to be in the nature of policy-making or governance functions. Each member county is responsible for reviewing this document with their insurer and providing insurance to cover any potential liability for the decisions of its representatives on the Committee.~~

~~b. Reporting and Improvement~~

~~i. The Committee shall receive regular reports from NCCSP for each of the programs/services it provides that detail the program's effectiveness relative to (1) all federal, state, and other applicable regulatory quality standards, as well as (2) the previously identified~~

~~performance standards and, if desired, recommend changes in service delivery models.~~

~~1) In the event that a particular program does not meet either quality or performance standards, the Committee has the authority to direct NCCSP to (1) prepare an Improvement Plan, which details specific proposed revisions to the existing program and service delivery model to satisfy applicable quality and performance standards and provides an estimated cost and funding plan to implement the Improvement Plan, and (2) evaluate alternative delivery methods and/or programs to determine whether a provider exists that is capable of providing a similar service or program and the estimated cost of contracting for said service or program and report the findings to the Committee.~~

~~c. Direct Provision of Contracted Services~~

~~i. After consideration of any Improvement Plan and evaluation of the alternative delivery methods, the Committee shall determine whether any specific shared program is to be provided directly by the NCCSP, the NCCSP should implement all or a portion of any Improvement Plan, or the program should be contracted for with other providers and direct the NCCSP to make such contracts.~~

~~d. Program Creation, Modification, Suspension or Termination~~

~~i. In this agreement, the term “substantially modify” shall be defined through discussions between the RCA and the NCCSP CEO, regularly reviewed, and updated as necessary to ensure clarity of expectation. This definition, once established, shall be memorialized in writing and communicated to the respective member counties.~~

~~ii. The Committee is responsible for reviewing applications from NCCSP to substantially modify, suspend or terminate an existing program or create a new program.~~

~~e. State and Federal Inspection Reports and Remediation Plans~~

~~i. The Committee shall review all state and federal inspection reports and remediation plans of NCCSP.~~

~~6. Extension, Revision, or Termination of Agreement~~

~~a. Member county representatives on the Committee are responsible for the ongoing assessment of the Tri-County program as a mechanism for meeting the needs of the individual member counties.~~

- b. ~~Beginning in January of the third year of the agreement (2020), the Committee shall begin formulating a formal recommendation as to whether (1) the agreement should be extended, (2) the agreement should be modified and a successor agreement be approved, or (3) the tri-county agreement should be allowed to terminate. The recommendation shall be reported no later than July 1 of that year to each of the member county Boards of Supervisors.~~
 - i. ~~The member county representatives on the Committee shall present the recommendation to their respective member county Board of Supervisors.~~

~~7. Bylaws~~

- a. ~~The Committee shall adopt Bylaws and Policies that, among other things, address the issues of quorum and provide for the selection of a Committee Chair, as required to conduct business to govern its operation.~~
- b. ~~The Committee shall file Bylaws and any amendments with the County Clerk of each of the three Counties within thirty (30) days of adoption.~~

~~8. Exchange of Information —~~

- a. ~~The Committee Chair, or his or her designee, is expected to attend meetings of the Board to ensure appropriate levels of information sharing and coordination.~~

~~E. **Other Organizational Relationships**~~

- 1. ~~The Retained County Board Authority Committee will work with NCCSP to develop policies designed to guide NCCSP's provision of community programs for the residents of each of the member counties. The NCCSP's focus will be on the generation and implementation of those policies and programs. The Retained County Board Authority Committee's focus is on ensuring that the NCCSP organization remains responsive to the member counties and works to establish and sustain a strong working relationship between the NCCSP and the member counties, through the exercise of the retained powers of the member counties.~~
- 2. ~~Each member county Board of Supervisors shall designate a County Board Standing Committee to which the Retained County Board Authority Committee will provide periodic reports.~~

VI.V. NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD

- A. **Purpose.** The North Central Community Services Program Board is an entity comprised of representatives from the member counties that is focused on addressing

the needs of the Tri-County Regional Community with respect to mental health and alcohol and drug dependent treatment programs.

B. **Appointment of North Central Community Services Program Board.** The County Boards of Supervisors of Langlade, Lincoln and Marathon Counties or other appointing authorities authorized by law have appointed and shall continue to appoint a governing and policy-making board to be known as the North Central Community Services Program Board (NCCSP Board).

C. **Composition of the Board.** In accordance with § 51.42(4)(b)2, the North Central Community Services Program Board (“The Board”) shall be composed of fourteen (“14”) Board members. Four of said board members shall be appointed by virtue of their respective status as follows:

1. The highest ranking appointed Administrative Official of each member County, or his or her staff designee, shall be appointed by virtue of his or her position by his or her respective County Board.
2. The President of the NCCSP Medical Staff shall be appointed by the Marathon County Board of Supervisors by virtue of his or her election to such position by the organized Medical Staff. Said appointment shall be performed by the Marathon County Board of Supervisors by virtue of NCCSP’s primary campus location being within Marathon County.

By agreement of the parties, the composition of the remaining ten (10) board members should be determined based on the approximate share of the NCCSP’s overall budget expenditures on behalf of each respective member county at the time the Agreement was signed. In 2020, applying this methodology provides for the remaining board members to be allocated as follows: seven (7) board members being appointed by Marathon County; one (1) board member being appointed by Langlade County; and two (2) board members being appointed by Lincoln County.

D. **Board Representation**

1. All persons appointed to the NCCSP Board shall represent the interests of the mentally ill, the interest group of the developmentally disabled, interest group of the alcoholic and the interest group of the drug dependent, within the Tri-County Regional Community as described in §51.42(4)(b)2 of the Wisconsin Statutes.

~~C.—At least one Board member shall be an individual who receives or has received services for mental illness, developmental disability, alcoholism or drug dependency or shall be a family member of such an individual. The North Central Community Services Program Board (“The Board”) shall be composed of fourteen (“14”) Board members appointed as follows: Ten Nine (10) board members shall be residents of Marathon County and appointed by Marathon County ; two (2) board members shall be residents of Langlade~~

~~County and appointed by Langlade County; and two three (32) board members shall be residents of Lincoln County and appointed by Lincoln County.~~

~~D.~~

~~E. **Board Representation**~~

~~1. All persons appointed to the NCCSP Board shall represent the interests of the mentally ill, the interest group of the developmentally disabled, interest group of the alcoholic and the interest group of the drug dependent, within the Tri-County Regional Community. Source: see, as described in §51.42(4)(b)2 of the Wisconsin Statutes.~~

~~— At least one Board member shall be an individual who receives or has received services for mental illness, developmental disability, alcoholism or drug dependency or shall be a family member of such an individual.~~

~~— The President of the NCCSP Medical Staff shall be appointed as one of Marathon County's designated Board members by virtue of being elected to such position by the organized Medical Staff. The President of the NCCSP Medical Staff does not need to be a resident of Marathon County.~~

~~2.~~

~~F.2. The highest appointed Administrative Official of each County, or his/her designee, shall be appointed as one of the County's appointments to the Board by virtue of being appointed to their position by each County Board.~~

~~G.E. **Appointment of County Supervisors.** No more than seven (7) members of the NCCSP Board may be County Supervisors. At least one (1), but not more than two three (23), of the appointees from any one County shall be a member of the County's Board of Supervisors and shall be designated as such at the time of the appointment. In making appointments to the Board, member County Boards of Supervisors are encouraged to the greatest extent possible to appoint members that fulfill the competencies expressed by the NCCSP Executive Committee ("the Committee"). County Supervisor appointments of more than one (1) from each County shall be made only when the appointment fills a specific NCCSP Board competency as desired by the NCCSP Executive Committee ("the Committee"). ~~At any time that a County's Board of Supervisors designated member or members are no longer County Board Supervisors, the appointing County Board of Supervisors shall immediately appoint a successor Supervisor or Supervisors to the NCCSP Board.~~~~

~~H.F. **Term of Office.** Each NCCSP Board member shall hold office for a term of three (3) years. Board members shall serve staggered terms with one-third (1/3) of the members appointed each year. Board members fulfilling designated appointments by virtue of the position they hold, shall be replaced immediately by the appointment of their successor. ~~At any time that a County's Board of Supervisors designated member or members are no longer County Board Supervisors, the~~~~

appointing County Board of Supervisors shall immediately appoint a successor Supervisor or Supervisors to the NCCSP Board.

I.G. **Removal for Cause.** Any NCCSP Board member may be removed from office for cause on recommendation of the NCCSP Board to the appointing county and a two-thirds (2/3) vote of the appointing county Board of Supervisors. The Board member must receive due notice in writing and a hearing on the charges against the Board member. Four (4) or more absences during a twelve (12) month period from regularly scheduled Board meetings may be considered cause for recommendation of removal to the appointing authority.

J.H. **Removal of a County Board Supervisor Board or Designated members.**
In the event that any NCCSP Board member was a member of a member county Board of Supervisors when appointed and the member is not reelected to that office, the member shall be considered removed upon due notice in writing from the NCCSP Board Chairperson. See § 51.42(4)(a)1.

K.I. **Vacancies.** Any vacancy on the NCCSP Board shall be filled for the remainder of the term in the manner that the original appointment was made.

J. **Other Appointing Authority.** In any instance in this section where appointment or removal is indicated to be made by the Chair of the County Board of Supervisors or by the County Board of Supervisors it is intended that appointment may be made by other appointing or removing authorities as authorized by law.

K. **Executive Committee of the NCCSP Board**

1. General – There shall be an Executive Committee of the NCCSP Board (“the Committee”), ~~which who~~ shall serve as the designated entity within the NCCSP Board to exercise authority retained by the respective County Boards, as ~~provided~~permitted under 51.42(5) of the Wisconsin Statutes and as ~~provided in this Agreement.~~ The Committee should focus on ensuring that the NCCSP organization remains responsive to the member counties and works to establish and sustain a strong working relationship between the NCCSP and ~~the member counties, through the exercise of the retained powers of the member counties specified in this Agreement.~~

—Committee Composition – The ~~C~~committee shall be comprised of the following ~~fivefour~~ (54) members of the NCCSP Board ~~as follows:~~

2. The highest appointed Administrative Official from each County, or his/her designee, and the Chair of the NCCSP Board. (See section V.L.10(b))

—The Chair-Elect of the Board is expected to attend Committee meetings as an ex officio non-voting member.;

a.

3. Reporting Relationships – The highest appointed Administrative Official, or his/her staff designee, shall be designated by their appointment as the “Retained County Official” for purposes of exercising and communicating authority retained by and on behalf of each County Board. Each member county Board of Supervisors shall designate a County Board Standing Committee to which each Retained County Official will provide periodic reports or recommendations to.

4. Duties and Responsibilities:

a. Selection of the Chief Executive Officer (“CEO”)

i. The Committee shall develop a selection plan, including the definition of the position duties and qualifications, in consultation with the Board, for the hiring of the CEO.

ii. The Committee is responsible for the execution of the selection plan; however, in doing so it shall ~~and must~~ afford the Board (1) the ability to access all applicant materials, reports, and other materials or information obtained by the Committee that is relevant to the selection of the CEO; and (2) the ability to participate in candidate interviews.

iii. The Committee shall make a hiring recommendation to the Board, ~~which who~~ shall consider whether to accept or reject the recommendation. ~~and forward a recommendation for appointment of the CEO to each County Board.~~

iv. In the event the Board accepts the Committee’s recommendation, the recommendation shall be forwarded to the respective member County Boards of Supervisors for consideration. In the event the Board rejects the Committee’s recommendation, the Committee shall resume recruitment for the CEO position. ~~At the same time, each Retained County Official shall make its own independent recommendation to their respective County Board regarding the hiring decision by the NCCSP Board.~~

b. Appraisal of the CEO

i. The Committee shall participate with the CEO and the Board in the development of an annual work plan for the CEO, which includes performance metrics.

ii. The Committee shall conduct a performance appraisal of the NCCSP CEO on a semi-annual basis. The appraisal should evaluate the CEO in light of the approved work plan and any other criteria deemed appropriate by the NCCSP Board.

c. Compensation of the CEO

- i. The Committee shall review the CEO Compensation Plan on an annual basis and grant final approval on behalf of the Board and each of their respective County Boards.

d. Removal of the CEO

- i. The Committee has the authority to, and is charged to, if appropriate circumstances are deemed to exist, make a recommendation to the Board who shall consider and forward a recommendation for removal of the CEO to each County Board.
- ii. At the same time, each Retained County Official shall make its own independent recommendation to their respective County Board regarding the recommendation to remove the CEO independent of the NCCSP Board's recommendation.

e. Budget

- i. In advance of the Board preparing its annual operating budget, no later June 1 of each calendar year, the Committee shall communicate the budget guidelines and priorities of the member counties to the Board.
- ii. The Committee shall coordinate the efforts of the Board in the creation and updating of program development plans as part of the annual budget development which establish intermediate and long range goals based upon community needs assessment, which are explicit about tradeoffs and the impact of changes to the member Counties' system.
- iii. The Committee shall review and recommend a proposed budget to the NCCSP Board, who shall then review and recommend the proposed budget to each respective County Boards, no later than ~~October~~September 1 of each calendar year.
- iv. The Committee shall be responsible for the selection of an independent certified public accounting firm to perform the annual audit of the financial records of NCCSP.

f. Assessment of Services - § 51.42(5)(a)12

i. Development of Performance Standards

- 1) With input from the Board, the Committee shall clarify Program Outcome Expectations in the form of performance standards for each of the services provided by NCCSP, no later than July of each calendar year.

ii. Reporting and Improvement

- 1) In the event that a particular program does not meet either quality or performance standards, ~~on behalf of the Board,~~ the Committee has the independent authority to direct the CEO to ~~(1) prepare an Improvement Plan, which details specific~~

~~proposed revisions to the existing program and service delivery model to satisfy applicable quality and performance standards and provides and estimated cost and funding plan to implement the Improvement Plan, and (2) evaluate alternative delivery methods and/or programs to determine whether a provider exists that is capable of providing a similar service or program and the estimated cost of contracting for said service or program and report the findings to the Committee.~~

iii. Consideration of Improvement Plans

1) ~~The Committee is responsible for reviewing all Improvement Plans and After consideration of any Improvement Plan and evaluation of the alternative delivery methods, the Committee shall determine whether any specific shared program is to be provided directly by NCCSP, NCCSP should implement all or a portion of any Improvement Plan, or the program should be contracted for with other provider and direct NCCSP to make such contracts. The Committee shall make a formal r's recommendation will be communicated to the Board for implementation consideration.~~

iv. Program Creation, Modification, Suspension, or Termination

1) ~~The Committee is responsible for reviewing applications from the CEO to substantially modify, suspend, or terminate an existing program or create a new program. Any application that is approved by the Committee shall be forwarded to the Board for consideration.~~

g. Extension, Revision, or Termination of Agreement

i. Retained County Officials on the Committee are responsible for the ongoing assessment of the Tri-County program as a mechanism for meeting the needs of the individual member counties.

ii. Beginning in January of the third year of the Agreement (TBD) the Committee shall begin formulating a formal recommendation as to whether (1) the Agreement should be extended, (2) the Agreement should be modified and a successor Agreement be approved, or (3) the Agreement should be allowed to terminate. The recommendation shall be reported no later than July 1 of that year to each of the member county Boards of Supervisors.

iii. The Retained County Officials on the Committee shall present the recommendation to their respective county Board of Supervisors.

L. **Powers of the NCCSP Board**

1. General – s. 51.42(3)(ar)-(bm)

- a. The NCCSP Board shall assume all of the powers and duties of North Central Community Services Program not expressly or impliedly reserved by the member counties or delegated by the member counties to the ~~Retained County Board Authority~~ Committee (“the Committee”) as provided by this ~~agreement~~ Agreement, subject to the rules promulgated under Wisconsin Administrative Code and Wisconsin Statute, as follows:

~~2.~~ ~~The Chief Executive Officer (“CEO”) of the NCCSP~~

~~a.~~ Selection

- ~~i.~~ Develop a selection plan, in consultation with the Committee, for the hiring of the CEO.
- ~~ii.~~ The Board is responsible for the execution of the selection plan and must afford the Committee (1) the ability to access all applicant materials, reports, and other materials or information obtained by NCCSP that is relevant to the selection of the CEO; and (2) the ability to participate in candidate interviews.
- ~~iii.~~ The Board shall make a recommendation for the selection of the CEO to the Committee for consideration.

~~b.~~ Appraisal

- ~~i.~~ The Committee shall inform the NCCSP Board of its assessment of the CEO’s performance in writing on no less than two (2) occasions per year.
- ~~ii.~~ The assessment shall reference the CEO’s performance in light of the work plan generated by the Committee and any other criteria deemed appropriate by the Board.

~~c.~~ Removal

- ~~i.~~ The Board is authorized to recommend to the Committee that the County Boards of the member counties remove the CEO.

~~3.2.~~ Budget and Planning

- a. The Board shall propose an annual budget ~~to the~~ to the respective ~~member County Boards~~ Retained County Board Authority Committee, no later than ~~September~~ ~~October~~ 1 of each calendar year, ~~for approval and submission to the respective member County Boards.~~
- b. The Board shall facilitate the creation, and frequent updating, of intermediate and long-range goals and program development plans that are based on community needs assessment of the Tri-County Regional Community, which detail priorities, estimate costs, and are explicit about tradeoffs and the impact of changes to the member counties. § 51.42(5)(a)1.

~~4.3.~~ Program Service Delivery Measurement, Reporting, and Improvement - §

51.42(5)(a)11.

- a. Delivery

- i. The Board shall develop program delivery models that comply with all federal, state, and other applicable regulatory quality standards.
 - ii. The Board shall seek to implement programs in such a manner that satisfies the ~~performance~~ Performance standards ~~Standards~~ created by the Committee.
- b. Measurement
 - i. The Board shall ~~—with the assistance of community partners such as the Medical College of Wisconsin, Aspirus Wausau Hospital, Marshfield Clinic, and other medical or treatment or service providers—~~ create and implement mechanisms capable of capturing data related to (1) all federal, state, and other applicable regulatory quality standards, and (2) each of the performance standards identified by the Committee for each of the programs operated by NCCSP.
- c. Reporting
 - i. The Board shall receive regular reports for each of the programs/services it provides that detail the program’s effectiveness relative to (1) all federal, state, and other applicable regulatory quality standards, as well as (2) the previously identified performance standards and, if desired, recommend changes in service delivery models.
 - ~~e.~~ii. The Board shall receive and review all state and federal inspection reports and remediation plans related to NCCSP programs and services.
 - i. ~~—The Board and the CEO shall provide a formal report to the Committee on a semi-annual basis for each of the programs operated by NCCSP. The report shall address (1) all federal, state, and other applicable regulatory quality standards, and (2) each of the performance standards identified by the Committee.~~
- d. Improvement
 - i. In the event that a particular program does not meet either quality or performance standards, the Board shall ~~submit direct forward a recommendation to~~ the CEO ~~Committee to develop and present to the Board~~ an Improvement Plan, ~~which (1) details specific proposed revisions to the existing program and service delivery model to satisfy quality or performance standards and (2) provides an estimated cost and funding plan to implement the Improvement Plan.~~
 - ii. The Board is responsible for reviewing and approving recommendations from the Committee relative to Improvement Plans. When reviewing a recommendation of the Committee, the Board ~~may also~~ recommend within the Improvement Plan that the Committee modify the existing performance standards.

e. Program Creation, Modification, Suspension or Termination

~~—The Board is responsible for reviewing applications to substantially modify, suspend, or terminate an existing program or create a new program that have been approved by the Committee. New program creation or substantially modifying, suspending or terminating an existing shared program or shared program delivery model without formal application to, and approval by, the Board is prohibited.~~

~~—DEFINITION OF SUBSTANTIAL MODIFICATION NEEDED.~~

- ~~i. In this agreement, the term “substantially modify” shall be defined through discussions between the RCA and the NCCSP CEO, regularly reviewed, and updated as necessary to ensure clarity of expectation. This definition, once established, shall be memorialized in writing and communicated to the respective member counties.~~
- ~~ii. The Board is prohibited from creating a new program or substantially modifying, suspending or terminating an existing shared program or shared program delivery model without formal application to, and approval by, the Committee.~~
- ~~iii. Any application to create a new program or substantially modify, suspend or terminate an existing shared program or shared program delivery model shall be made in writing and should include (1) an explanation of the program at issue, (2) a projected cost or cost savings of the proposed action, and (3) a summary of the other NCCSP program services that may be impacted by the proposal, and (4) a summary of the anticipated impact on individual Member County Departments as a result of the proposed action.~~
- ~~iv.i. Without approval as set forth above, the CEO may make interim program modifications or suspensions until such time as the Committee Board meets to make a final determination.~~

f. Personnel Policies and Salaries

i. Personnel Policies

- 1) The Board shall establish personnel policies for all NCCSP employees that are generally consistent with the personnel policies of the member counties.

ii. Salaries

~~1) Non-CEO Employee Compensation~~ - The Board shall prepare and annually review a compensation policy and plan covering all of its employees with the exception of the CEO and provide said plan to the Committee, no later than July 1, 2017, for consideration and approval.

~~a-1)~~ The compensation policy shall include all of the following:

- a. Salary/Compensation ranges for each of the employee classifications.
- b. References to salary/compensation ranges from similar positions with comparable Departments of Community Programs within the State of Wisconsin or the country or other comparable markets.
- c. Hiring policies that provide guidance on the circumstances under which an employee may be hired at various points within the position's pay range.
- d. Policies detailing the process for the creation of new positions, the classification of new positions within the existing salary/compensation range system, and the reclassification of existing positions within the existing salary/compensation range system

~~b. Upon receipt of the final compensation policy approved by the Committee, the Board shall implement the compensation policy.~~

~~2) CEO Compensation - The Board shall, by July 1 of each calendar year, provide the Committee with an annual compensation plan specific to the CEO.~~

~~a. Upon receipt of the annual CEO compensation plan approved by the Committee, the Board shall implement the plan.~~

5.4. Provision of Care

- a. Within the limits of available State and County appropriations and maximum available funding from other sources, NCCSP may offer the following services and facilities to provide for the program needs of persons experiencing mental disabilities:
 - i. Pre-care, aftercare and rehabilitation and habilitation services.
 - ii. Professional consultation
 - iii. Public informational and educational services
 - iv. Provide treatment services specified in a conditional release plan approved by a court to a county resident conditionally released under § 971.17 of the statutes and subject to the State's obligation to reimburse NCCSP for the treatment and services provided.

6.5. Service Allocation

- a. NCCSP may allocate services among recipients based on the availability of its limited resources.

6. Facility Use Agreements

a. NCCSP shall develop Facilities Use Agreements with member counties to govern control and maintenance of facilities owned by the said counties and occupied by NCCSP.

7. Real Property

a. NCCSP may own, lease or manage real property for the purposes of operating a treatment facility, as authorized by § 51.42(3)(aw)3. NCCSP must arrange for the maintenance of any property owned or leased directly by NCCSP and not owned by a member county.

8. Other County Health Care

a. NCCSP may administer other County health care programs or institutions that any of the three County boards of supervisors may designate, but the budget for such designated program or institution shall be separated from the general budget of NCCSP and the designating county shall fund such program or institution operations by separate appropriation.

9. Conflict of Interests

a. NCCSP shall adopt and enforce a policy to avoid conflicts of interest.

10. Bylaws

a. NCCSP shall adopt Bylaws and Board Policies that, among other things, address the formation of appropriate committees and sub-committees, the issue of quorum, and provide for the selection of a Board Chair and Chair-Elect, as required to conduct business to govern its operation, including the business and operation of its committees and sub-committees.

b. Selection of NCCSP Board Chair and Chair-Elect: the NCCSP Board Chair and Chair-Elect shall be appointees of the Marathon County Board of Supervisors elected at large by the members of the NCCSP Board.

a.i. The Chief Administrative Officer of Marathon County, or his or her staff designee, and the President of the NCCSP Medical Staff are ineligible for selection as NCCSP Board Chair and Chair-Elect.

b. NCCSP shall file Bylaws and any amendments with the County Clerk of each of the three Counties within thirty (30) days of adoption.

~~11. Exchange of Information~~

~~a. The Board Chair, or his or her designee, is expected to attend meetings of the Committee to ensure appropriate levels of information sharing and coordination.~~

~~12. Legal Services~~

~~NCCSP shall contract with Marathon County for private professional legal services to represent its interests and to provide for its legal services needs. NCCSP shall be provided a full-time attorney as well as reasonable support for the office. The attorney shall report to the CEO and will be located at the NCCSP corporate office but shall be an employee of Marathon County. Each member county will share a proportional expense related to the adequate funding of these services. This provision satisfies the requirement of section 51.42(3)(ar)1. of the Wisconsin Statutes that the Corporation Counsel of each of the Counties notify NCCSP that he or she is unable to provide in a timely manner the~~

~~professional legal services needed by NCCSP to carry out its duties. This provision seeks to avoid potential conflicts by acknowledging that legal counsel contracted by NCCSP shall represent the interests of NCCSP as they relate to all three Counties and shall not represent the interests of any of the three Counties separately. The interests of the individual Counties shall be represented by each County's Corporation Counsel.~~

c.

M. Additional Powers and Duties

1. The NCCSP Board shall do all of the following, unless expressly or impliedly prohibited by terms set forth in this ~~agreement~~Agreement:
 - a. Develop coordination of local services and continuity of care where indicated.
 - b. Utilize available resources and develop new resources to carry out the legislative mandate and the mission of the organization.
 - c. Comply with State and Federal requirements.
 - d. Assist in arranging cooperative working agreements with service providers.
 - e. Continually evaluate the needs of the member counties' communities and the quality of the service delivery of programs provided by NCCSP in accordance with the expressed provisions and intent of this ~~agreement~~Agreement.
 - f. Post meeting agendas, minutes and support materials (packets) in accordance with Wisconsin Open Meetings Law.
 - g. Comply—to extent permitted by state and federal law, administrative code, or other legal rule—with Wisconsin Public Record Law.
 - h. Appoint members of the Medical Staff.

N. Additional Discretionary Powers. In addition to the forgoing, the Board shall have the power to:

~~4.~~—Enter into contracts with individual, or multiple, ~~member~~ counties or non-profit organizations for the administration of any other health care programs or institutions that are within the Mission of NCCSP, including organizations existing or operating outside the member counties but not the State of Wisconsin with the following stipulations.

1.

a. Management Agreement Required. Any contracts entered into by the NCCSP Board under this provision shall be legally permissible for a government agency to enter into and shall have a time limited and well-defined Management Agreement between the parties which legally and financially separates the organization from the NCCSP Programs and Services performed for or on behalf of the member counties.

- b. ~~Separate Governance Required.~~ Individual, or multiple, member counties entering into such contracts ~~with NCCSP may shall~~ designate an entity wholly independent of NCCSP for the purpose of governance of said health care program or institution. At no time, shall any contract change the composition or representation on the NCCSP Board.
- c. Accounting. The budget for any program or institution under this provision shall be separated from the general budget of NCCSP and shall at no time be funded or subsidized by the member counties or the operations of NCCSP.
- ~~a.d.~~ Contribution to Operations. Any such agreement under this provision should return a sufficient contribution of income to the operations of NCCSP of greater than 10% of net operations on an annual basis over an average of any three (3) year period.
- ~~b. Marathon County Nursing Home Facilities.~~ Marathon County shall meaningfully review its delegation of governance of the Mount View Care Center to NCCSP and report to the remaining member counties, through their respective representatives on the Committee, Marathon County's intent with regard to the designation of its governance authority with regard to its nursing home facility within one (1) calendar year from the effective date of this agreement.
- ~~c. Marathon County Aquatic Therapy Pool.~~ Marathon County shall meaningfully review its delegation of governance and operation of the Aquatic Therapy Pool to NCCSP and report to the remaining member counties, through their respective representatives on the Committee, Marathon County's intent with regard to the designation of governance and operational authority of the Aquatic Therapy Pool within one (1) calendar year from the effective date of this agreement.
- ~~2. Enter into Facilities Use Agreements with member counties to govern control of facilities owned by the said counties and occupied by NCCSP.~~

VII.VI. COMMUNITY PROGRAMS DIRECTOR

A. General Powers

1. The Chief Executive Officer of the North Central Community Services Program shall have all of the administrative and executive powers and duties of managing, operating, maintaining and improving the programs of NCCSP, subject to such delegation of authority as is not inconsistent with powers and duties granted to NCCSP or its Board, powers and duties expressly or impliedly retained by the respective member county Boards of Supervisors or delegated by the member county Boards of Supervisors to the Committee, Wisconsin Statutes and Administrative Code, and rules promulgated by the department.

2. The Chief Executive Officer shall fill the role of the “county community programs director” under ~~section~~ § 51.42 of the Wisconsin Statutes.

B. Specific Powers and Duties. In consultation and agreement with the NCCSP Board and the Committee, the Chief Executive Officer shall:

1. Prepare an annual comprehensive plan and budget of all funds necessary for the programs and services of NCCSP. This plan shall establish priorities and objectives for the year as well as any modifications of long range objectives.
2. Prepare intermediate range plans.
3. Prepare an annual report of the operation of NCCSP and other reports required by:
 - a. The State of Wisconsin, the federal government, or an agency of subunit of the state or federal government.
 - b. A Board of Supervisors of a member county.
 - c. The Committee.
4. Make recommendations to the NCCSP Board and the Committee as required by this ~~agreement~~ Agreement, including the following:
 - a. Personnel and salaries of employees.
 - b. Creation, Modification, Suspension or Termination of Programs~~Changes in program services.~~
 - i. In this agreement, the term “substantially modify” is defined as “any act to change the form, quality, or scope of programs or services.” This definition shall be regularly reviewed, and updated as necessary to ensure clarity of expectation through ongoing discussions between the CEO and the Committee.
 - ii. The CEO is prohibited from creating a new program or substantially modifying, suspending or terminating an existing shared program or shared program delivery model without formal application to, and approval by, the Committee and the Board.
 - iii. Any application to create a new program or substantially modify, suspend or terminate an existing shared program or shared program delivery model shall be made in writing and should include (1) an explanation of the program at issue, (2) a projected cost or cost savings of the proposed action, and (3) a summary of the other NCCSP program services that may be impacted by the proposal, and (4) a summary of the anticipated impact on individual Member County Departments as a result of the proposed action. The application shall be made first to the Committee and then to the Board.

iv. Without approval as set forth above, the CEO may make interim program modifications or suspensions until such time as the Committee and Board can make their respective determinations.

c. Other Changes in Program Services, including:

b.i. The preparation of an Improvement Plan, which (1) details specific proposed revisions to an existing program and service delivery model to satisfy applicable quality and performance standards and provides and estimated cost and funding plan to implement the Improvement Plan, and (2) evaluates alternative delivery methods and/or programs to determine whether a provider exists that is capable of providing a similar service or program and the estimated cost of contracting for said service or program. Improvement Plans must first be approved by the Committee before being considered by the Board.

5. After consultation with the Board and the Committee, administer the duties of the NCCSP.
6. Comply with state and federal requirements and the terms of this ~~agreement~~Agreement.
7. Employ and manage staff as he or she deems appropriate to administer the duties of the NCCSP.
8. Develop a Conflict Resolution Protocol.
 - a. The parties recognize that some level of intergroup conflict is inherent in this partnership because of the scarcity of resources, the ambiguity of roles and the law as applied to specific cases, and the differences in organizational values and culture. To address these differences at the lowest possible level, preferably through direct communication between colleagues or peers, the CEO shall work with the chief administrative person from each of the member counties to develop and periodically update protocols for addressing situational intergroup conflict.
9. Convene meetings of member county Finance Directors.
 - a.—The Finance Director for each County and the Chief Financial Officer for NCCSP will meet on no less than two (2) occasions to evaluate and discuss the status of each County and the financial stability of NCCSP.

a.

VIII.VII. GENERAL FINANCIAL PROVISIONS

The following general provisions shall apply to the financial affairs of NCCSP:

- A. Accounting Period. NCCSP shall use the calendar year as its accounting period.

- B. **Accounting Practices.** NCCSP shall follow generally accepted accounting principles.
- C. **Annual Audit.** NCCSP ~~through the Finance, Personnel and Property Committee~~ shall retain an independent certified public accounting firm, selected by the ~~Retained County Board Authority~~ Committee, to annually audit the financial records of NCCSP. The audit shall be conducted in accordance with generally accepted auditing standards, government auditing standards and requirements of the American Institute of Certified Public Accountants, and shall include the following supplemental statements: (1) a Balance Sheet, Cash Flow and Income statement for ~~each the~~ Mount View Care Center and Pine Crest Nursing Homes and (2) a Balance Sheet, Income -and Cash Flow statements for North Central Health Care, and (3) a Balance Sheet detailing each respective member counties' fund balance. On or before April 30 of each year, NCCSP shall provide each County, through its respective ~~Administrative official, and the Retained County Board Authority Committee~~ Retained County Official with a copy of the annual audit report and applicable supplemental statements. Unless a member county or the Committee specifically directs otherwise, the Annual Financial Statement shall be deemed accepted by the County ninety (90) days after receipt by the County.
- D. **County Appropriations.** County appropriations for operations, reserves and capital purchases shall be determined through a budget development process which follows the procedures detailed in this section.
1. Community Services Program - The Community Services Program is the program of services for disability groups experiencing mental illness, alcoholism and other drug abuse. Operations and capital budgets for the Community Services Program shall be prepared and approved by the North Central Community Services Program Board and the Committee, as required by this ~~agreement~~Agreement, and provided to each of the three Counties as requests for funding approval. A determination of operating reserve needs shall also be made each year by the NCCSP Board, consistent with its Reserve Policy, and communicated to the Board, the Committee, and the three member counties.
 - a. Operations Budget
 - i. An operations budget shall be prepared for the multicounty Community Services Program which projects all revenues and expenses for the next calendar year. Appropriations required from funding Counties for operations for the Community Services Program shall be determined through a process which allocates the revenue and expense items of the budget according to the following provisions and arrives at net appropriations needed from each County for the ensuing calendar year.

- ii. The Committee shall provide budget guidelines and priorities to the Board no later than June 1.
 - ~~iii.~~ The Committee shall review and recommend the proposed budget to the NCCSP Board, who shall then review and recommend a proposed budget to each respective County Boards, no later than ~~September~~October 1 of each calendar year.
 - ~~iii.~~ The Board shall propose an annual budget to the Retained County Board Authority Committee for approval and submission to the respective member County Boards, no later than September 1 of each calendar year.
 - ~~iv.~~ The Committee shall receive the proposed budget from the NCCSP Board, review same, and create the final budget for submission to the respective County Boards, no later than October 1 of each calendar year.
 - ~~v.iv.~~ Individual member county Boards of Supervisors shall receive and ; consider, and approvethe proposed budgets. The final allocation to NCCSP shall be determined by the member counties in the context of their complete annual budget.
- b. Program Revenue
- ~~i.~~ **Addendums.** Addendums are defined as program funding received from the State of Wisconsin and which are received with designations that the funding will be used for specifically identified groups or individuals.
 - ~~ii.~~ Addendums related to service programs shall be allocated among the three Counties based on the best available data with regard to the population of the member counties published by the Wisconsin Department of Administration, or another state agency required by law to publish said information.(such allocation method shall be hereinafter referred to as the “Appropriate Allocation Methodology”).
 - ~~iii.~~ **Third Party Collections.** Third party collections for all disability groups shall be first allocated to the respective Counties based on third party collections specifically identified with services separately provided in individual Counties. Third party collections provided in any of the Counties as a part of the common services available to all of the Counties, such as inpatient services, shall be allocated based on the Appropriate Allocation Methodology.
 - ~~iv.~~ **State Base County Allocation.** The State Base County Allocation (BCA) shall be divided among the three (3) counties based on the Appropriate Allocation Methodology.
 - ~~v.~~ **Other Revenue.** Other revenue which is generated from provision of services not directly related to disability group programs shall be allocated to each program, county, or organization based on where the revenue was generated.

vi. ~~NCCSP Nursing Home Revenues.~~ Notwithstanding any other provision contained in this Agreement, revenues derived from the NCCSP's operation of a member county nursing facility or skilled nursing facility on behalf of the member county shall be allocated exclusively to said member county. ~~With regard to Mount View Care Center, Marathon County and neither Langlade nor Lincoln County shall receive allocation of any such revenues. Mount View revenues shall include revenues attributable to all programs provided by said facility, including but not limited to, post-acute care and rehabilitation services and programs, ventilator program and services, dementia care program and related services, long term care programs and services, respite care program and services, short term or long term residential programs, care and services, and any other programs or services provided in connection with Mount View Care Center.~~

c. Program Expenses

- i. Expenses of operating the programs shall be allocated to each of the three Counties in a manner that is consistent with the allocation of program revenues.
- ii. Other expenses shall also be allocated in a manner that is consistent with the allocation of ~~Other R~~ revenue whereas the appropriate expense is matched with the revenue.

2. Reserves Determination

- a. The amount of reserves will be determined by the Reserves Policy. This reserve policy is established in consultation with the ~~F~~inance ~~D~~irectors of each county and recommended by the ~~Finance, Personnel & Property Committee~~ Committee for approval by the NCCSP Board. Expenditure or distribution of each county's reserves retained by NCCSP in an amount that exceeds the minimum described in the NCCSP policy, either as an individual transaction or as aggregated annually, is not permitted without approval by the ~~Retained County Authority Committee~~ Committee.

3. Capital Budget

- a. A capital budget shall be prepared to provide for the capital needs of ~~the Community Program~~ NCCSP for continued operation. The capital needs amount shall be allocated to the three Counties based on the county in which the capital asset will be located. The capital appropriation request to each County shall individually identify capital assets with a purchase price of \$30,000, or more, and shall be sent to the appropriate county for review and approval regardless of funding source consistent with any Facilities and/or Capital Use Agreements between NCCSP and the Counties. Other capital assets of lesser cost shall be grouped together in the capital appropriation request.

4. Ownership and Depreciation

- a. Capital assets purchased by NCCSP with capital appropriations shall be owned by the County providing the appropriation but shall be carried on the books of NCCSP and depreciation amounts for capital assets shall be included in program operating expenses. Each County's fund balance account shall be increased for the amount of the capital appropriation provided for the purchase of capital assets by NCCSP.
5. Insurance Coverage
 - a. Counties shall be responsible for site (real property) insurance for their respective facilities. ~~Counties shall be entitled to charge back NCCSP for premiums paid.~~ NCCSP shall be responsible for all other necessary and appropriate insurance coverage, including any coverage required by virtue of NCCSP's use or occupancy of any facility or property.
6. Reconciliation
 - a. On or before April 30 of each year NCCSP shall determine the operating results for the preceding calendar year. The net excess revenue or expense shall be allocated to each County's fund balance.
7. Appropriation Payment
 - a. Each county shall pay to NCCSP one fourth (1/4) of the county's annual approved appropriation per quarter.
8. Collections from Service Recipients
 - a. The collection procedures utilized by NCCSP to collect charges from service recipients shall be consistent with established policies and procedures and State laws and administrative regulations applicable to collections.
9. Other Programs
 - a. Budgets shall be prepared which separately account for revenue and expenses for other ~~County~~ health care programs and institutions administered by NCCSP under the authority of Wis. Stat. 51.42(3)(b) and paragraph IV. ~~NM.~~ above. Operational and capital contributions by a County for which NCCSP is administering another County health care program or institution shall be determined under the provisions of the separate agreement between NCCSP and the authorizing County.

IX.VIII. TERMINATION OF THE AGREEMENT

- A. **Term of the Agreement.** This ~~agreement~~ Agreement is effective as of the Effective Date (~~May 1, 2020~~ or January 1, 2017) and for a period of five (5) years thereafter. In the event that this ~~agreement~~ Agreement is not extended by an affirmative vote of each of the respective member county Boards of Supervisors, or a successor agreement is not entered into by affirmative vote of each of the respective member county Boards of Supervisors, prior to ~~December 31, 2020~~ April 30, 2024, said failure is deemed to constitute notice of intent to withdraw from this ~~agreement~~ Agreement as contemplated under subsection ~~VIII~~ IX.C. of this ~~agreement~~ Agreement. The failure of one county to affirmatively extend this ~~agreement~~ Agreement, or enter into a successor agreement, does not terminate joint sponsorship of the NCCSP, provided

that the remaining two member counties affirmatively vote to extend this ~~agreement~~Agreement, or enter into a successor agreement. Instead, if only two member counties vote to extend this ~~agreement~~Agreement, or enter into a successor agreement, the Continuation of Sponsorship provision of section IX.D. would be triggered.

~~**B. Annual Review**~~

- ~~1. The terms and conditions of this ~~agreement~~Agreement shall be reviewed annually by the Committee and the Board to identify proposed amendments or modifications to address areas of concern.~~
- ~~2. Proposed amendments or modifications to the Agreement shall be reported to the member county Boards of Supervisors for further action.~~

~~**C.B. Termination of the Agreement.**~~ This ~~agreement~~Agreement may be terminated by any member County for any reason (or for no reason) by providing written notice of the intent to withdraw to the other member Counties at least one (1) full calendar year in advance of the effective termination date along with a copy of the resolution adopted by the respective member County approving withdrawal. The effective termination date will be January 1 of the next calendar year following the required full calendar year notice, unless all member Counties agree to an earlier effective termination date. The NCCSP would remain responsible for providing services in the same manner as previously agreed upon until the effective termination date.

~~**D.C. Continuation of Sponsorship**~~

1. The joint sponsorship arrangement under this ~~agreement~~Agreement shall survive the withdrawal of any County if the remaining Counties choose to continue the joint sponsorship by affirmative vote of each of the member county Board of Supervisors and the execution of a successor joint sponsorship agreement no later than six (6) months prior to the effective termination date of this ~~agreement~~Agreement as that date would be calculated in accordance with the provisions above.
2. In the event of continuance, the termination date of the withdrawing County's participation in the Program shall be determined as indicated above, and within six (6) months following the termination date, the equity fund balance of the withdrawing County shall be determined. Payment to the withdrawing County shall then be made during the twelve (12) months following the termination date. Payment shall be made first in property owned by that County but carried on the books of NCCSP at its depreciated value, and the remainder, if any, shall be paid from cash or other assets. If the withdrawing County's equity fund balance account is less than the depreciated value of the property owned by that County but carried on the books of NCCSP, then that County shall appropriate an additional amount to NCCSP to cover this deficit.

3. Any and all facilities use agreements regarding real property owned by the withdrawing county that is occupied by NCCSP shall terminate as of the effective date of the withdrawal, regardless of any continued sponsorship.

E.D. Liquidation of NCCSP

1. Upon the receipt of the notice of intent to withdraw from any member County, or upon the failure of all member Counties to renew this ~~agreement~~Agreement or enter into a successor agreement, NCCSP shall initiate planning relative to winding-up its affairs with the member Counties, while continuing to share costs and provide services in the same manner as existing immediately prior to the notice. On any withdrawal not subject to continuation of sponsorship as provided above, the operations shall be terminated as soon as reasonably possible as determined by NCCSP and agreed to by the Committee. The net equity fund balance of each County shall be determined as of the date operations terminate. NCCSP shall then proceed to liquidate all assets except property and equipment and satisfy all liabilities. When liquidation has been completed the remaining net assets shall be distributed based upon the proportion of each County's equity fund balance as of the date of termination of operations. The net assets distributed shall first be the property and equipment attributable to each County, and the remainder, if any, shall be paid from cash or other assets. If a County's equity fund account is less than the depreciated value of the property and equipment owned by that County but carried on the books of NCCSP then that County shall appropriate an additional amount to NCCSP to cover this deficit by January 30 of the year following the next regular budget cycle.
2. NCCSP shall be entitled to withhold any unpaid contract charges from funds to be paid pursuant to this section.

X.IX. MISCELLANEOUS

- A. Other Arrangements. No funding County shall enter into any agreement with NCCSP which financially benefits such County at the expense of any of the other funding Counties.
- B. Assignment. NCCSP shall not assign this Agreement without the express written consent of Lincoln, Langlade and Marathon Counties.
- C. Waiver and Modification. This Agreement, and its terms may only be waived, altered, amended, modified, cancelled or discharged ~~by the parties~~ upon specific written agreement approved by each of the member counties, or as otherwise specifically provided in this Agreement. In the event that the Board identifies

provisions it deems necessary to alter, amend, modify, cancel or discharge, it shall recommend same to each of the member counties for consideration.

- D. **Automatic Modification.** If any law enacted by the State of Wisconsin or by the United States of America changes the parties' duties and obligations, NCCSP shall notify Lincoln, Langlade Marathon Counties of the needed changes and this Agreement shall be modified in a manner mutually agreeable to the parties.
- E. **Captions.** Captions are used throughout this Agreement for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Agreement.
- F. **Severability.** If any of the terms of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, or the application of such to persons or circumstances other than those to which it is declared invalid and unenforceable, shall not be affected, and shall remain effective, valid and enforceable to the fullest extent permitted by law.
- G. **Construction.** This Agreement shall be construed according to the laws of the State of Wisconsin. This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as which party prepared the instrument or the parties' relative bargaining powers
- H. **Other Documents.** Each of the parties agrees to sign any other documents as may be appropriate to carry out the intentions expressed in this Agreement.
- I. **Entire Agreement.** This Agreement, and any other instruments or agreements it refers to, constitute the entire agreement between the parties with respect to the subject matter, and there are no other representations, warranties, or agreements except as provided in this Agreement
- J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- K. **Parties Bound.** Each provision of this Agreement shall extend to and shall, as the case might require, bind and inure to the benefit of the Lincoln Langlade and Marathon Counties and NCCSP and their respective legal representatives, successors and assignees.
- L. **Immunity.** Nothing contained in this ~~agreement~~Agreement is intended to be a waiver or estoppel of the rights of Lincoln, Langlade and Marathon Counties and/or NCCSP and their insurers to assert their rights to all affirmative defenses, limitations of liability and immunities as specifically set forth in Wisconsin Statutes, including sections 893.80, 895.52 and 345.05, and related statutes.

Effective ~~January 1, 2017~~ May 1, 2020, or date of last County Approval, whichever is later.
Date: _____

LANGLADE COUNTY

BY: _____
David J. Solin
County Board of Supervisors Chair
Date: _____

BY: _____
Judy Nagel
County Clerk
Date: _____

BY: _____
~~Robin Stowe~~ TBD
County Manager
Date: _____

LINCOLN COUNTY

BY: _____
Robert Lee
County Board of Supervisors Chair
Date: _____

BY: _____
Christopher J. Marlowe
County Clerk
Date: _____

BY: _____
Jason Hake
County Administrative Coordinator
Date: _____

MARATHON COUNTY

BY: _____
Kurt Gibbs
County Board of Supervisors Chair
Date: _____

BY: _____
Kim Trueblood
County Clerk
Date: _____

BY: _____
Lance Leonhard
Interim County Administrator
Date: _____