

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A MULTICOUNTY
DEPARTMENT
OF COMMUNITY PROGRAMS**

Between

Langlade, Lincoln & Marathon Counties

[DATE]

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AMENDED AND RESTATED AGREEMENT

Langlade, Lincoln and Marathon Counties (individually a “County” and collectively the “Counties”) hereby enter into this Amended and Restated Intergovernmental Agreement Establishing a Multicounty Department of Community Programs, which shall be known as North Central Community Services Program, for the purposes of administering a community mental health, alcoholism and drug abuse services program pursuant to Wis. Stat. §§ 51.42, 59.52(7) and 66.0301.

RECITALS

WHEREAS, the following recitals provide statutory, policy and historical context for the Counties’ creation and maintenance of the North Central Community Services Program (NCCSP):

A. **Wisconsin Law Enacted.** The Wisconsin Legislature originally enacted what is currently Wis. Stat. § 51.42 in Section 361 of Chapter 125 of the Laws of 1971, which imposed upon counties the obligation to provide programs of treatment and rehabilitative services for mental illness, developmental disabilities, alcoholism and other drug abuse.

B. **Multi-County Community Program Established.** 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 Wis. Stat. § 51.42. 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. In March of 2020, the Counties enacted resolutions providing that each member County’s respective number of directors would be based on each member County’s respective total budget expenditures determined as of the effective date of the new Joint County Agreement and that no County would have fewer than two (2) members. Based on the Counties’ historical budget contribution to NCCSP this Agreement provides that the Marathon County Board of Supervisors elects nine (9) members, the Lincoln County Board of Supervisors elects three (3) members and the Langlade County Board of Supervisors elects two (2) members each to the Board.

C. **Developmental Disabilities Program Established.** 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 Wis. Stat. § 51.42. 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.

D. Family Care Introduced. In 2008, Marathon County joined with Portage and Wood County to create Community Care of Central Wisconsin (CCCW), pursuant to Wis. Stats. sections 46.2804 through 46.2895, in order to provide regional care for Developmentally Disabled persons residing in those counties. In 2011, Langlade and Lincoln Counties also joined 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) created for the provision of services for the developmentally disabled. NCCSP continues to be a service provider for the developmentally disabled persons, but the Counties are no longer required to provide these services. In 2020, Lincoln County transferred their Developmental Disabilities Services Program from their Social Services Department to NCCSP, effectively joining Langlade and Marathon Counties in having the NCCSP provided services for the developmentally disabled on behalf of the county.

E. Marathon County Nursing Home Administered. On November 13, 1973, the Marathon County Board of Supervisors passed a resolution providing for the administration and management 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).

F. Lincoln County Nursing Home Administered. On September 17, 2019, the Lincoln County Board of Supervisors passed a resolution providing for the administration and management of its Nursing Home (Pine Crest) 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.

G. Designated Protective Services and Protective Placement Agencies Established. Since 2009, following the implementation of Family Care, and pursuant to Wis. Stat. § 55.02(2)(a), 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.

H. Initial Joint County Contract Executed. 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 Wis. Stat. § 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. In December of 2016, all three Counties ratified a resolution for a new Joint County Agreement effective January 2017. Thereafter, in April of 2020, the Counties ratified a resolution for the most recent iteration of the Joint County Agreement effective as of May 1, 2020.

I. Amended and Restated Agreement. Following significant discussion and deliberation surrounding the appropriate structure by which to govern and administer the various programs and services of NCCSP, the Counties desire to amend and restate the Joint County Agreement on the terms and conditions set forth herein.

AMENDED AND RESTATED AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counties agree to the following terms.

I. PARTIES

A. Counties. The 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 exercise powers as bodies corporate pursuant to Wis. Stat. § 59.01, *et seq.*

B. North Central Community Services Program. There is hereby created a multi-county agency known as the North Central Community Services Program (“NCCSP”), which is also known, or referred to, as North Central Health Care or NCHC, which serves as a multicounty community services program established pursuant to Wis. Stats. §§ 51.42, 59.52(7) and 66.0301 and by this Agreement is also designated by the chairperson of each County’s Board of Supervisors to provide protective services and protective placement to residents of the Counties, pursuant to Wis. Stat. § 55.02. The Counties establish NCCSP with reservation of all rights, privileges and immunities of a county under Wisconsin law including, without limitation, the rights and immunities set forth in Wis. Stat. Chapters 893 and 895, and related statutes.

II. PURPOSE

The Counties’ collective obligation and the statutory basis for this Agreement 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 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 mental illness, alcoholism and other drug abuse.

B. Legislative Purpose. To carry out the policy of the State, the Legislature enacted Wis. Stat. § 51.42, stating the purpose of the statute as follows:

[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, 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; 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 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. In Wis. Stat. § 51.42(3)(a), the Legislature has required that the county board of supervisors of every county, or the county boards of supervisors of two or more 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 Wis. Stat. § 51.423.

E. Protective Services and Protective Placement. In Wis. Stat. § 55.02(2), the Legislature has required that every county board of supervisors designate a county department to have the responsibility for planning 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 of the Department of Health Services, setting forth the plans for joint sponsorship. It is the Counties' intent that this Agreement satisfy the requirements of § 51.42(3)(c) of the Wisconsin Statutes.

G. Joint Cooperation and Organizational Form. The Counties intend this Agreement to be an agreement establishing a joint department, as provided herein, pursuant to Wis. Stat. § 59.52(7), which provides (in relevant part): “[i]f a county is required to establish or maintain an agency, department, commission, or any other office or position to carry out a county responsibility, and the county joins with another county or municipality by entering into an intergovernmental cooperation contract under s. 66.0301 (2) to jointly carry out the responsibility, the jointly established or maintained agency, department, commission, or any other office or position to which the contract applies fulfills the county's obligation to establish or maintain such entities or positions until the contract entered into under s. 66.0301 (2) expires or is terminated by the parties.”

H. Prior Joint County Agreements Superseded. This Amended and Restated Agreement supersedes all previous agreements between the Counties concerning the establishment 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, the updated Joint County Agreement entered in 2008, the updated Joint County Agreement entered in 2017, and the updated Joint County Agreement entered in 2020. Notwithstanding the foregoing, by executing this Amended and Restated Agreement, the Counties ratify and confirm the aforementioned agreements and all action undertaken in relation to such agreements.

I. The Counties’ Legislative Purpose. The Counties’ intent is to establish a multicounty department of community programs that is responsive to the needs and priorities of the Counties, operating as a county department of multiple counties under a government service model. The model reflected in this Amended and Restated Agreement arises following extensive research and review of potential governance options, as reflected in the memorandum of legal counsel to the Counties’ boards of supervisors dated [•]. This Amended and Restated Agreement does not create, and shall not be construed as creating, an entity with a separate and distinct existence from that of the Counties. Consistent with Wis. Stat. § 59.52(7), the Counties intend to provide for governance and oversight of the multicounty department of community programs in a manner akin to governance and oversight of a single-county department of community programs in a county with a county executive or administrator.

III. NCCSP DUTIES

The NCCSP shall perform the duties set forth in Wis. Stat. § 51.42 and other applicable statutes related thereto, as well as the following.

A. Provision of Services. NCCSP shall offer services and facilities in a manner authorized by the NCCSP budget process and the Executive Committee consistent with and as authorized in Wis. Stat. § 51.42, *et seq.*

B. Contract for Legal Services. Marathon County Corporation Counsel’s Office shall provide legal services to NCCSP. NCCSP shall reimburse Marathon County, on behalf of the member Counties, for legal services as established in a Legal Services

Agreement, which shall be executed by NCCSP and Marathon County from time to time, and a copy of the Legal Services Agreement shall be maintained on file at both NCCSP and the Marathon County Corporation Counsel's Office. The interest of each of the Counties, as it relates to the NCCSP, shall be represented by the Marathon County Corporation Counsel's Office, unless 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 the Executive Committee and advise NCCSP, through its Director, to secure outside counsel for a limited-scope representation.

C. Program Implementation. Under the supervision of the Executive Director (also referred to herein as the "Director") (as appointed pursuant to Article VI 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.

D. School Board Referrals; Interagency Cooperation. NCCSP shall acknowledge receipt of notifications received under § 115.812 (2) of the Wisconsin Statutes.

E. Budget. No later than August 1 of each year of this Agreement, the Director shall submit to the Executive Committee a proposed budget covering services based on the Local Plan for the succeeding calendar year. The Executive Committee shall take action on the Director's proposed budget. Once adopted by the Executive Committee, the Executive Committee shall transmit the budget 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. The Director shall transmit the final budget to DHS.

F. Reports, Surveys and Approvals. The Director, or their designee, 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 DHS regarding the use of any contract entered into under Wis. Stat. § 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 Counties; and
3. Submit to DHS in a timely fashion, as specified by DHS, any reports necessary to comply with the requirements under 42 USC 300x-52.

G. Authorize Care. The Director shall be responsible for authorizing all care of any patient in a state, local or private facility for which NCCSP is responsible.

H. Provision of Care. 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:

1. Pre-care, aftercare and rehabilitation and habilitation services.
2. Professional consultation.
3. Public informational and educational services.
4. 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.

I. Service Allocation. NCCSP may allocate services among recipients based on the availability of its limited resources.

J. Facility Use Agreements. NCCSP shall develop Facilities Use Agreements with the Counties to govern control and maintenance of facilities owned by the Counties and occupied by NCCSP.

K. Real Property. Subject to the approval of the Executive Committee, 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 County.

L. Other County Health Care. Upon approval of the Executive Committee, NCCSP may administer and manage, in accordance with the agreement negotiated between the Executive Director and the respective County(ies), 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.

IV. THE EXECUTIVE COMMITTEE

A. Executive Committee Creation. There is hereby created a commission to administer this Amended and Restated Agreement pursuant to Wis. Stat. § 66.0301(3), which commission shall be the Executive Committee of the NCCSP (“Executive Committee”). The Executive Committee shall serve as the designated entity within the NCCSP to exercise all powers and authority, consistent with the terms of this Agreement, not otherwise specifically vested in (i) the NCCSP Board under Wis. Stat. § 51.42(5a) or this Agreement; or (ii) the Director under Wis. Stat. § 51.42(6m) or this Agreement. The Executive Committee shall 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.

B. Executive Committee Composition. The Executive Committee shall be comprised of the following four (4) persons: the highest appointed Administrative Official from each County (i.e. Administrative Coordinator, County Administrator, or County Executive), or their designee, and a Marathon County Board member appointed by the Marathon County Administrator. At the first meeting following the effective date of this Agreement, the Executive Committee shall elect a member of the Executive Committee to be chair of the Executive Committee, who shall serve for the term of this Agreement unless the member resigns or is replaced by majority vote of the Executive Committee.

C. Powers, Duties and Responsibilities.

1. Selection of the Executive Director (“Director”). The Executive Committee shall develop a selection plan, including the definition of the position duties and qualifications for the hiring of the Director. The Executive Committee is responsible for the execution of the selection plan; however, in doing so it shall report its progress to the Board. The Executive Committee shall be responsible for hiring the Director.
2. Director Appraisal.
 - a. The Executive Committee shall participate with the Director in the development of an annual work plan for the Director, which includes performance metrics.
 - b. The Executive Committee shall conduct a performance appraisal of the Director on an annual basis, or more frequently if the Executive Committee so desires. The appraisal should evaluate the Director in light of the approved work plan and any other criteria deemed appropriate by the Executive Committee.
3. Director Compensation.
 - a. The Executive Committee shall establish a Director Compensation Plan to include all elements of compensation and benefits for the Director.
 - b. The Executive Committee shall have the authority to amend the Director Compensation Plan from time to time in the Executive Committee’s sole discretion.
4. Removal of the Director. The Executive Committee has the authority to, and is charged to, remove the Director if the Executive Committee determines removal is in the best interests of the NCCSP.

5. Adoption and Modification of Approved Budget. The Executive Committee shall, with the assistance of the Executive Director, have the authority to create and implement processes and polices regarding budget adoption and modification.
6. Approval of Compensation Pay Ranges. The Executive Committee shall approve all pay ranges within the organization on an annual basis.
7. Approval of New or Additional Allocated Positions and Position Reclassification. The Executive Committee shall approve the addition of all new or additional positions within the organization and shall approve any reclassification of an existing position to the extent that the reclassification results in material change in duties, responsibilities, or compensation.
8. Programs. Executive Committee shall approve and, to the extent deemed necessary to achieve objectives as set forth by the Counties, shall have the power to mandate the addition of new programs, substantial changes to existing programs, and discontinuation of current programs.
9. Other Powers Not Expressly Enumerated. All other powers and authority not expressly granted the NCCSP Board or Director herein or specifically set forth in Wis. Stat. §§ 51.42(5a) or 51.42(6m) shall vest in the Executive Committee.

D. Relationship Between Executive Committee and Counties' Designated Standing Committee. Each County's Board of Supervisors shall designate a County Board Standing Committee to which the Executive Committee will provide periodic reports.

V. NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD

A. Appointment of North Central Community Services Program Board. The Counties shall appoint a governing and policy-making board to be known as the North Central Community Services Program Board (NCCSP Board).

E. Purpose. The North Central Community Services Program Board is an entity comprised of representatives from the 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. The Board shall be only a policy-making body determining the broad outlines and principles governing the administration of programs under Wis. Stat. § 51.42. In all circumstances, all Board powers, rights and responsibilities under this Agreement shall be limited to and construed in a manner consistent with those of a board established under Wis. Stat. § 51.42(5a), except as otherwise expressly provided for in this Agreement.

C. Composition of the Board. The NCCSP Board (the “Board”) shall be comprised of fourteen (14) Board members consistent with the requirements for a multi-county department set forth in Wis. Stat. § 51.42(4)(b)2 as follows:

1. The four (4) members of the Executive Committee;
2. The remaining ten (10) board members shall be allotted to the Counties proportionally 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. Applying this methodology provides for the remaining board members to be allocated during the term of this Agreement 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. Appointments shall be made by each County’s respective process for appointing members to boards.

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, the interest group of the alcoholic and the interest group of the drug dependent, within the Tri-County Regional Community as described in Wis. Stat. § 51.42(4)(b)2.
2. 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.

E. Appointment of County Supervisors. No more than seven (7) members of the NCCSP Board may be County Board Supervisors. At least one (1), but not more than three (3), 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, the appointing authorities are encouraged to the greatest extent possible to appoint members that fulfill the competencies expressed by the NCCSP Executive Committee.

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 position shall be deemed automatically vacated and the appointing County Board of Supervisors or Administrator shall immediately appoint a successor Supervisor or Supervisors to the NCCSP Board.

G. Removal. Any NCCSP Board member may be removed with or without cause by $\frac{3}{4}$ vote of the Executive Committee.

H. 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.

I. Powers of NCCSP Board. The NCCSP Board is a policy-making body determining the broad outlines and principles governing the administration of programs under Wis. Stat. § 51.42 and shall exercise powers and duties in a manner consistent with such role. The NCCSP Board shall exercise the powers set forth in Wis. Stat. § 51.42(5a) subject to the terms of this Agreement.

1. Committees. (§ 51.42(5a)(a)1.)

- a. The NCCSP Board may create a committee comprised of residents of the Counties to advise it when necessary.
- b. NCCSP shall have full discretion as it pertains to the extent that it receives advice from the committees.

2. Needs and Services.

- a. The Board shall recommend program priorities, and identify services and needs that must be met. (§ 51.42(5a)(a)2.)
- b. The Board shall assist the Executive Director in the preparation of short-term and long-term plans, budgets and strategies for the identified services and organizational needs to be submitted to the Executive Committee for consideration and final approval. (§ 51.42(5a)(a)2.)
- c. Upon approval and authorization by the Executive Committee, the Board shall prepare for submission and submit the final approved budget to the department of health services in accordance with s. 46.031 (1) for authorized services.
- d. The Board shall advise the Executive Director on purchasing and providing services, and the selection process of vendors for the services. (§ 51.42(5a)(a)4.)
- e. The Board shall provide the Executive Committee with recommendations for how the services and the selection of vendors should be changed. (§ 51.42(5a)(a)4.)
- f. The Board shall advise the Director on the coordination of local services and continuity of care. (§ 51.42(5a)(a)(8).)

3. Administrative.
 - a. The Board shall, as necessary, develop operating procedures for the Board consistent with the Tri-County Agreement and any other governing authority and shall submit said procedures to the Executive Committee for final approval. (§ 51.42(5a)(a)5.)
 - b. As requested by the Executive Director or Executive Committee, Board shall help create cooperative working agreements with those who provide health, education, vocational, or welfare services consistent with the services NCCSP provides. (§ 51.42(5a)(a)7.)
4. Selection of NCCSP Board Chair. The NCCSP Board Chair shall be a member of the Marathon County Board of Supervisors appointed by the members of the NCCSP Board.
5. Conflict of Interests. The Board shall adopt and enforce a policy to avoid conflicts of interest

VI. EXECUTIVE DIRECTOR

A. Appointment. The Executive Committee shall appoint the Director on the basis of recognized and demonstrated interest in and knowledge of the problems of mental health, intellectual disability, alcoholism and drug addiction, with due regard to training, experience, executive and administrative ability, and general qualification and fitness for the performance of the duties of the director. § 51.42(6m).

B. General Powers of the Director.

1. The Director shall exercise the powers set forth in § 51.42(6m) subject to the terms of this Agreement.
2. The Executive Committee shall be responsible for overseeing the Director and may, from time to time and within its sole and absolute discretion, assign, modify, remove or supplement any duties in a manner consistent with applicable statutes and regulations and this Agreement. § 51.42(6m).

C. Specific Powers and Duties. Under the Executive Committee's supervision, the Director shall:

1. Prepare an annual comprehensive plan and budget of all funds necessary for the programs and services of NCCSP and present such plan and budget to the Executive Committee within the timelines established by this Agreement. This plan shall establish priorities and objectives for the year as well as any modifications of long-range objectives. § 51.42(6m)(e)-(f).

2. After consultation with the Board and the Executive Committee, administer the duties of the NCCSP. § 51.42(6m)(h).
3. In consultation with the Board and the Executive Committee, prepare intermediate-range plans for NCCSP. § 51.42(6m)(m).
4. Prepare an annual report of the operation of NCCSP and other reports as directed by the Department of Health Services and/or the Executive Committee. § 51.42(6m)(m).
5. Comply with state requirements and the terms of this Agreement. § 51.42(6m)(k).
6. Employ and manage staff as he or she deems appropriate to administer the duties of NCCSP consistent with the terms of this Agreement and any directive(s) from the Executive Committee. § 51.42(6m)(j).
7. Develop coordination of local services and continuity of care where indicated. § 51.42(6m)(n).
8. Utilize available resources and develop new resources to carry out the legislative mandate and the mission of the organization. § 51.42(6m)(L).
9. 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. § 51.42(6m)(g).
10. Develop a conflict resolution protocol. § 51.42(6m)(j).

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 Director shall work with the Executive Committee to develop and periodically update protocols for addressing situational intergroup conflict.

11. Establish, subject to Executive Committee approval, personnel policies for all NCCSP employees. § 51.42(6m)(i).
12. Establish subject to Executive Committee approval annual budget and budget modification policies.
13. Determine whether services are to be provided directly by NCCSP or contracted with individual, or multiple, counties or non-profit organizations for the administration of any other health care programs or institutions

provided that such determinations are subject to Executive Committee approval. § 51.42(6m)(c).

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 with appropriate GASB adjustments.
- C. **Annual Audit.** NCCSP shall retain an independent certified public accounting firm, selected by the 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, Income and Cash Flow statement for each 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. Within six (6) months after the end of the fiscal year, NCCSP shall provide each County, through the Executive Committee, 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. NCCSP will also provide the Counties with a copy of the Single Audit report (report on Federal and State awards) no later than July 1 of the year following the audit period.
- D. **Implementation of New Governmental Accounting Standards Board ("GASB") or Other Required Financial Reporting.** NCCSP will comply with any new GASB pronouncements of federal or state grant reporting requirements. NCCSP will work in consult with their auditors, the respective reporting agency, and the counties affected by the change.
- E. **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.** Operations and capital budgets for NCCSP shall be prepared and approved by the Executive Committee, as required by this 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 Executive Committee, consistent with its Reserve Policy (if any), and communicated to the Counties.

- a. Operations Budget
 - i. An operations budget shall be prepared for the multicounty Community Services Program. The Executive Committee will define the program(s) that are included as Community Services Programs for budgeting and reporting purposes. NCCSP will provide a budget for each program that includes all revenues by category and expenses by activity 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. New Programs. A written Agreement should be completed for all programs that NCCSP completes on behalf of any of the Counties as determined necessary by the Executive Committee. Regardless of funding source, any new programs proposed by NCCSP, must be reviewed and approved by the Executive Committee.
 - iii. The Executive Committee shall provide budget guidelines and priorities, as well as a budget development calendar, to direct budget development to the Executive Director no later than June 1.
 - iv. Thereafter, the Board, in conjunction with the Director, shall present the proposed budget to the Executive Committee, who shall then review and recommend a proposed budget to the County Administrator in counties that have a County Administrator or to each respective County Board of Supervisors in counties that have an Administrative Coordinator, consistent with the budget calendar as set forth above.
- b. Program Revenue shall be reported by category in the budget and enumerated in financial policies as determined by the Executive Committee but will include these financial program elements:
 - 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. 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”.

- ii. **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.
- iii. **State Base County Allocation.** The State Base County Allocation (BCA) shall be divided among the three (3) counties based on the Appropriate Allocation Methodology.
- iv. **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.

c. Program Expenses

- i. Expenses of operating the programs shall be allocated by program and department and in a manner consistent with Executive Committee’s financial policies.
2. Reserves Determination. The amount of reserves will be determined by the Executive Committee consistent with the Reserves Policy, if any. Any Reserves policy shall be established in consultation with the Finance Directors of each County. Expenditure or distribution of each County’s reserves retained by NCCSP in an amount that exceeds the minimum described in the Reserves Policy, either as an individual transaction or as aggregated annually, is not permitted without approval by the Executive Committee.
 3. Capital Budget. Upon consideration and approval of the Executive Committee, capital requests shall be submitted to the County or Counties where the asset relating to the capital request is located as appropriate.
 4. Issuance of Debt and Debt Service Payments. The counties may issue General Obligation (“GO”) debt in order to build, purchase or remodel assets on their respective campus for the purpose of government services. If NCCSP is responsible for the repayment of the debt service, NCCSP’s obligation for the payments should be in writing and agreed to by the

Executive Committee, Executive Director, and the County issuing the debt. This requirement may be accomplished in form of an agreement, such as a long-term lease.

5. Ownership and Depreciation. 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.
6. Insurance Coverage. Counties shall be responsible for site (real property) insurance for their respective facilities. 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.
7. Reconciliation. 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.
8. Appropriation Payment. Each county shall pay to NCCSP one fourth (1/4) of the county's annual approved appropriation per quarter.
9. Collections from Service Recipients. 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.
10. Other Programs. Budgets shall be prepared which separately account for revenue and expenses for other health care programs and institutions administered by NCCSP under the authority of Wis. Stat. § 51.42(3)(b) and herein. 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. All additions, substantial modifications, and discontinuation of programs as contemplated herein shall be subject to Executive Committee approval as set forth in Article IV Section (C)(8) above.

VIII. TERMINATION OF THE AGREEMENT

A. Term of the Agreement. This Agreement is effective as of the Effective Date (May 1, 2022) and for a period of five (5) years thereafter. In the event that this 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 April 30, 2027 said failure is

deemed to constitute notice of intent to withdraw from this Agreement as contemplated under subsection VIII.C. below. The failure of one county to affirmatively extend this 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, or enter into a successor agreement. Instead, if only two member counties vote to extend this Agreement, or enter into a successor agreement, the Continuation of Sponsorship provision of section VIII.C. would be triggered.

B. Termination of the Agreement. This 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 remains responsible for providing services in the same manner as previously agreed upon, and the withdrawing County is responsible for all financial obligations under this Agreement, until the termination effective date.

C. Continuation of Sponsorship.

1. The joint sponsorship arrangement under this 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 remaining County Boards 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 as that date would be calculated in accordance with the provisions in Section B 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.

D. Liquidation of NCCSP.

1. Upon the receipt of the notice of intent to withdraw from any County, or upon the failure of all Counties to renew this Agreement or enter into a successor agreement, NCCSP shall initiate planning relative to winding-up its affairs with the 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 the Executive 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.

IX. MISCELLANEOUS

- A. **Other Arrangements.** No County shall enter into any agreement with NCCSP which financially benefits such County at the expense of any of the other Counties.
- B. **Waiver and Modification.** This Agreement, and its terms may only be waived, altered, amended, modified, cancelled or discharged upon specific written agreement approved by each of the Counties, or as otherwise specifically provided in this Agreement. In the event that the Executive Committee identifies provisions it deems necessary to alter, amend, modify, cancel or discharge, it shall recommend the same to each of the Counties Board of Supervisors for consideration.
- C. **Automatic Modification.** If any law, regulation or order enacted by the State of Wisconsin or by the United States of America changes the parties' duties and obligations, NCCSP shall notify the Counties of the needed changes and this Agreement shall be modified in a manner mutually agreeable to the parties.
- D. **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.
- E. **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.

F. 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.

G. 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.

H. 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.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

J. 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 Counties and their respective legal representatives, successors and assignees.

K. Immunity. Nothing contained in this 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 [DATE] or date of last County Approval, whichever is later.

LANGLADE COUNTY

LINCOLN COUNTY

BY: _____
Ben Pierce, Chair
Board of Supervisors

BY: _____
Kevin Koth, Chair
Board of Supervisors

BY: _____
Judy Nagel, Clerk

BY: _____
Christopher J. Marlowe, Clerk

BY: _____
Jason Hilger, Administrator

BY: _____
Cate Wylie, Admin. Coordinator

MARATHON COUNTY

BY: _____
Kurt Gibbs, Chair
Board of Supervisors

BY: _____
Kim Trueblood, Clerk

BY: _____
Lance Leonhard, Administrator