




MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between Sauk County Justice, Diversion, and Support (JDS) programs, 510 Broadway St., Baraboo, WI 53913 and Nova Counseling for residential treatment, halfway house, and sober living for JDS program participants.

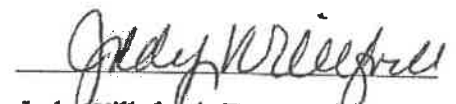
- 1) **Effective Date:** The MOU will be effective immediately upon signature by both parties and remain in effect through 12/31/2021.
- 2) **Renewal:** This agreement shall automatically renew unless terminated by either party pursuant to paragraph 7 or 8 of the attached Exhibit A.
- 3) **Services:**
 - a) Nova Counseling agrees to:
 - i) Obtain and maintain necessary license(s) for all treatment services (facility and staff/service providers) they provide through the state of Wisconsin; comply with all requirements and remain in good standing with the licensing agency; immediately report a license lapse or violations (facility or staff/service providers) to JDS when they become aware of it
 - ii) Provide current copies of state license(s) to JDS Programs Manager for the facility and staff/service providers working with JDS referrals participants within thirty (30) days of the execution of this MOU and upon renewal.
 - iii) Provide notice of provider staff and responsibility changes relevant to participant services to JDS program staff in a timely manner
 - iv) Scheduled weekly check-ins via phone with participant, Nova staff and JDS staff. Provide information in regard to participant engagement in therapy, attending appointments, progress, aftercare/discharge planning, and provide a copy of discharge paperwork to JDS staff
 - v) Provide a current list of services and prices to JDS program staff and timely notification of services/prices change. No price change shall be effective until 30 after notice to JDS.
 - vi) Pre-authorize all assessments and services via appropriate funding source and bill accordingly
 - vii) Submit pre-authorized invoices for assessments and/or services JDS has agreed to pay for within thirty (30) days of the date of service via mail, fax, or email
 - viii) Notify the Programs Manager of any confidentiality breach involving a JDS program participant immediately upon discovery of such breach
 - ix) Sign and abide by the Sauk County Business Associate Agreement (BAA) attached hereto as Exhibit B.
 - b) Sauk County JDS (program staff) agrees to:
 - i) Utilize Nova Counseling Services as a treatment service for JDS program residential treatment services unless Nova Counseling declines to provide recommended participant treatment services, or the participant has a valid objection to attending treatment services at Nova Counseling (i.e. prior negative experience with provider etc.)

- ii) Obtain insurance/billing information from referrals/participants in advance of scheduling services and provide such information to the JDS Programs Manager for billing purposes
 - iii) Provide notice and billing instructions for uninsured participants to the JDS Programs Manager
 - iv) Pay pre-authorized invoices within forty-five (45) days of invoice submission
 - v) Make no claim to billable service fees/costs collected/owed to Nova Counseling Inc. that are associated with services rendered for referred individuals whether paid/owed by the individual or insurance
- 4) Billing Rates:**
- a) Billing rate for room and board for any participant that is referred to residential treatment at Nova Counseling will be \$173.53 per day, if not paid by insurance.
 - b) Billing rate for room and board for any participant that is referred to residential treatment at Nova Counseling will be \$34.53, if not paid by insurance.

The parties also agree to be bound by the terms and conditions in the attached Exhibit A


Brent Miller, Sauk County Administrator
for JDS

8/30/2021
Date


Jody Willeford, Executive Director
for Nova Counseling Services, Inc.

8/30/2021
Date