**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 Lutheran Social Services ­­­­­­­­­­­­­­­­­­­­­­­­for clinical assessments and treatment services for JDS program referrals and participants.

 The MOU will be effective immediately upon signature by both parties and remain in effect through 12/31/2022. Annual review and renewal by both parties should occur at least 30 days prior to the expiration.

Lutheran Social Services agrees to:

* 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
* 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.
* Complete level of care assessments within 10 business days of referral by completing the ASAM criteria assessment tool
* Complete full mental health assessments when requested on a consistent form determined by JDS Programs Manager and LSS Supervisor
* Provide completed assessment documentation, including diagnosis and level of care recommendation, securely to program staff via fax, in-person delivery, uploaded to case management software via individual/secure login, or secure email within seven (7) business days of the assessment
* Allow their staff/service providers working with program referrals/participants to attend initial and refresher training, as needed, with JDS program staff to ensure providers are knowledgeable about program expectations, policies & procedures, best practices, and criminal justice terminology
* Provide evidence-based treatment services, including individualized case planning, recommended and generally accepted as effective for treatment of the specific issues of the client; refer out to support services when necessary or appropriate
* Offer treatment-focused assessment and/or participant progress clarification upon inquiry by program staff or team members
* Provide a confidentiality agreement for JDS program staff to sign which will allow scheduled and unscheduled access to group sessions when a JDS program participant is enrolled to verify accountability and fidelity to best practices
* Communicate timely updates on JDS program participant progress (preference is weekly updates and any time a significant change occurs); complete a discharge summary upon termination of services and provide a copy of the summary to JDS program staff within thirty (30) days of discharge
* Allow their staff/service providers working with program participants to occasionally attend case management and court sessions, phase interviews, and staffing meetings to improve communication, increase support, and develop relationships with program staff and team members
* Provide notice of provider staff and responsibility changes relevant to referrals and participant services to JDS program staff in a timely manner
* Provide a current list of services and prices to JDS program staff and timely notification of services/prices change
* Pre-authorize all assessments and services via appropriate funding source and bill accordingly
* 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
* Notify the Programs Manager of any confidentiality breach involving a JDS program participant immediately upon discovery of such breach
* Sign and abide by the Sauk County Business Associate Agreement (BAA)

Sauk County JDS (program staff) agrees to:

* JDS is responsible for paying ½ of the startup costs for Lutheran Social Services to provide IOP services in Baraboo. The cost to JDS is $2,985.50 and is one-time cost.
* Utilize Lutheran Social Services as a provider for JDS program referral/ participant assessments and treatment services unless: Lutheran Social Services does not offer the recommended services, the participant’s insurance does not cover recommended services, Lutheran Social Services declines to provide recommended participant treatment services, or the participant has a valid objection to attending treatment services at Lutheran Social Services (i.e. prior negative experience with provider etc.)
* Solicit treatment-focused input on program violations, phase progress, and case plan development from service providers working with program participants
* Obtain insurance/billing information from referrals/participants in advance of scheduling services and provide such information to the JDS Programs Manager for billing purposes
* Provide notice and billing instructions for uninsured program referrals/participants referred to the JDS Programs Manager for assessment and/or services
* Pay pre-authorized invoices within forty-five (45) days of invoice submission
* Billing rate for uninsured referral/participants or services that are not covered by insurance will be $125 per individual session
* Billing rate for uninsured referral/participants or services that are not covered by insurance will be $187.50 per ASAM Assessment
* Billing rate for uninsured referral/participants or services that are not covered by insurance will be $46.88 per session for Intensive Outpatient Group
* Billing rate for uninsured referral/participants or services that are not covered by insurance will be $62.50 per session for Continuing Care Group
* Virtual billing rate for uninsured referral/participants or services that are not covered by insurance will be $46.88 for 2-hour group sessions (IOP)
* Virtual billing rate for uninsured referral/participants or services that are not covered by insurance will be $131.90 for intake, goal planning, and discharge meetings
* Make no claim to billable service fees/costs collected/owed to Lutheran Social Services that are associated with services rendered for referred individuals whether paid/owed by the individual or insurance
* Provide timely program updates to service providers for participants involved in treatment services at Lutheran Social Services.
* Provide login, training, and technical support for case management software to service providers involved in program participant treatment services for documentation of services, uploading assessments/treatment forms, and documenting participant progress
* Provide mandatory initial and refresher training to service providers on JDS programs, procedures, and best practices; keep service providers updated on relevant training opportunities

\* **PUBLIC RECORDS**: a) The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or it agents , officials or employees may expend or be held liable due to the Provider/contractor’s failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement. b) Any Public Record Law request received directly by a contractor related to this contract with Sauk County shall immediately be reported to the contract manager for the County.

\* **TERMINATION:** In the event Lutheran Social Services fails to meet the agreed upon terms and does/will not correct following notice of the deficiency within a reasonable amount of time, JDS retains the right to terminate this MOU with a thirty (30) day notice and payment of rendered services not already issued.

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Brent Miller, Sauk County Administrator Joseph Arzbecker, Chief Operating Officer

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Date Date