

# ***PROVIDER AGREEMENT***

Between

## **Wood County Human Services Department**

1600 North Chestnut Avenue

Marshfield, WI 54449

Contract Administrator: Marissa Kornack

Program Manager: Adam Gould  
Emergency Mental Health Services  
Program Manager  
[agould@co.wood.wi.us](mailto:agould@co.wood.wi.us)  
715-389-0248

## ***PROVIDER***

and

## **Sauk County Human Services**

505 Broadway Street

PO Box 29

Baraboo, WI 53913

## ***PURCHASER***

**2022**

# PROVIDER AGREEMENT

Agreement entered into this 10th day of February, 2022 for the period February 10 1, 2022 through December 31, 2022 by and between Sauk County Human Services (Purchaser) and Wood County Human Services (Provider).

In consideration of the mutual benefits contained in this agreement, Purchaser and Provider agree as follows:

## I. CONTRACT ADMINISTRATOR

Provider's employee responsible for administration of this contract will be Marissa Kornack, whose principal business address is 1600 N. Chestnut Ave., Marshfield, WI 54449. Purchaser's employee responsible for administration of this contract will be Jennifer Kleckner, whose principal business address is 505 Broadway Street, PO Box 29, Baraboo, WI 53913. If either party changes its contract administrator, it will notify the other party of the name and address of the new contract administrator in writing within 10 days of the change.

## II. SERVICES TO BE PROVIDED

Crisis Stabilization – The crisis CBRF provides a voluntary non-medical setting for adults in crisis who may otherwise have been treated in an inpatient psychiatric hospital setting. Staff provide support and supervision with safety checks as deemed necessary 24-hours per day under supervision of a licensed clinician. Individuals are admitted as a means of hospital diversion or to shorten a length of stay from inpatient and must meet crisis stabilization criteria. Stays are voluntary in nature and are not intended to be used as a long term placement or respite care.

Psychiatric and clinical linkage/follow-up are not inclusive with crisis stabilization. The crisis stabilization program will collaborate with the purchaser's identified contact as needed to facilitate establishing these services in the home county.

Purchaser will be responsible for completing an initial assessment and response plan before a client can be admitted to the unit. The assessment and response plan need to be approved by Purchaser's licensed professional.

The Purchaser is responsible for transportation of the client to the crisis CBRF and from that unit to whatever placement is arranged at discharge from the crisis CBRF.

## III. COST OF SERVICES

A. The cost of room and board will be \$150.00 per day.

If the client has commercial insurance, Wood County Crisis will bill client's commercial insurance for crisis stabilization services. The Purchaser will be responsible for co-payments, deductibles and co-insurance.

If the client has medical assistance (MA), Wood County Crisis will bill MA for crisis stabilization services. If the client does not have MA, Wood County will bill Purchaser for crisis stabilization services provided at the following rates:

#### B. Crisis Stabilization

- \$66.29/hour Bachelor's Level
- \$66.29/hour Master's Level
- \$66.29/hour RN
- \$35.36/hour Paraprofessional
- \$110.46/hour M.D.

If client no longer meets criteria for MA billing for crisis stabilization, Purchaser will be billed \$150/day room and board plus \$120/day for care and supervision.

The Provider will notify Purchaser within one business day when a client is deemed not qualified for Medicaid. If Purchaser is part of a consortium, Purchaser will be responsible for notifying the other counties in the consortium.

#### IV. BILLING, COLLECTION AND PAYMENT FOR SERVICES

A. Provider will bill on behalf of the client according to the following methods:

- 1) Self pay – The Purchaser will be responsible for payment of all charges a client incurs that has no third party payor source. Provider shall bill the Purchaser monthly for services provided and Purchaser shall make payment within thirty (30) days of billing.
  - a) Purchaser in this instance is defined as the county that initiates the admission.
  - a) If more counties or independent parties are involved with a specific client, it shall be the initiating county's responsibility to recapture their costs.

#### V. STATE AND FEDERAL RULES AND REGULATIONS

Provider agrees to meet state and federal service standards and state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement. In addition, Provider shall:

- A. Cooperate with the Purchaser on establishing costs for reimbursement purposes.
- B. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHFS *Allowable Costs Policies Manual*.) Refer to number 2 in the commentary. Refer to section VI of instructions for exceptions on small residential providers.
- C. If the Provider obtains services for any part of this Agreement from another vendor, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Purchaser for approval. Such approval will not be unreasonably withheld.
- D. Provider identified as covered entities under the Caregiver Background Check Law agree to operate in accordance with the provision of Section 48.685 and 50.065 of Wisconsin Statutes and Administrative Codes HFS 12 and HFS 13 with regard to the employment of individuals

with a criminal history, the performance of employee background checks, and the reporting and investigation of caregiver misconduct.

In addition, the Provider agrees to the following:

- 1) Complete the Background Information Disclosure form and the background check on all required individuals.
- 2) Upon request, provide the Purchaser with a copy of the Background Information Disclosure Form and the results of the background check.
- 3) Not assign persons barred by the law from performing services.
- 4) Inform the Purchaser of any allegations of misappropriation, abuse, or misconduct related to the provider's performance of service under this contract.
- 5) The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by a federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

#### VI. ELIGIBILITY STANDARDS

Provider and Purchaser understand and agree that the eligibility of individuals to receive the standard programs to be purchased under this agreement from Provider will be determined and authorized by Purchaser, but must meet crisis stabilization guidelines. An individual is entitled to the right of an administrative hearing concerning eligibility and the Provider shall inform individuals of this right.

#### VII. RECORDS

- A. Provider shall maintain all records and financial statements required by state and federal laws, rules and regulations.
- B. Provider will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of Purchaser, the Department of Health and Family Services and its authorized agents, and federal agencies, in order to confirm Provider's compliance with the specifications of this agreement.
- C. The use or disclosure by any party of any information concerning eligible clients who receive standard programs from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this agreement is prohibited except with the informed, written consent of the client or the client's legal guardian, or as otherwise specifically provided by law.

D. Client records related to alcohol and other drug abuse programs may be shared between Purchaser and Provider without the client or client's guardian's informed written consent. Furthermore, the Provider:

- 1) acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and
- 2) will, if necessary, resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 CFR, Part 2.

E. For purposes of this agreement the Purchaser will be considered a "qualified service organization" allowing the Provider to forward to a "qualified staff member" the client's HSRS and Aftercare Plan documentation. The remainder of the client's record will be available to the Purchaser only whereas the applicable status are followed as per above A through D.

- 1) When the Purchaser requests copies of additional documentation other than provided in "E", it shall remain the responsibility of the purchaser to obtain adequate consent from the client, unless the client had given the Provider consent to release to the Purchaser prior to discharge. The fee for the additional copies is the state rate per page.
- 2) Release of additional documentation shall not deter the Purchaser from meeting the contractual payment requirement listed in Section IV.

#### VIII. INDEMNITY AND INSURANCE

- A. Provider agrees that it will at all times during the existence of this agreement indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death, or property loss resulting from Provider's acts or omissions while any eligible client is participating in or receiving the care and services to be furnished by Provider under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.
- B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will at all times during the term of this agreement either comply with the insurance requirements of §655.23, Wis. Stats., if applicable, or if not applicable, will keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department with liability coverage provided for of one million and no/100 dollars (\$1,000,000.00) for total injuries and/or damages arising from any one accident. Upon request, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceeding against Purchaser upon any matter indemnified against in this agreement, Purchaser shall within five (5) working days, cause

notice in writing of the action, suit or proceeding to be given to Provider by certified mail, addressed to its post office address.

IX. RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of this agreement and Chapter 68, Wisconsin Statutes. The resolution of disputes relating to this agreement shall be governed exclusively by Chapter 68, Wis. Stats., notwithstanding §68.15, Wis. Stats. The parties further waive any rights they may have under §68.16, Wis. Stats., to elect not to apply Chapter 68 to disputes relating to this agreement.

X. DISCRIMINATION

- A. No otherwise qualified person shall be denied any services enumerated in this agreement or otherwise be subject to discrimination in any manner on the basis of age, race, religion, color, handicap, disability, sex, physical condition, sexual orientation, developmental disability, or national origin. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities.
- B. In connection with performing any work under this agreement, the Provider agrees not to discriminate against any otherwise qualified employee or applicant for employment because of age, race, religion, color, disability, marital status, sex, physical condition, handicap (as defined in Section 504 and the Americans with Disabilities Act or Wisconsin law), sexual orientation, developmental disability as defined in §51.01(5), Wis. Stats., arrest record, conviction record, ancestry, national origin, or membership in the National Guard, State Defense Force, or any reserve component of the military forces of the United States or this state. This provision shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider further agrees to take affirmative action to ensure equal employment opportunities. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- C. The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Purchaser's standards and made available in languages and formats understandable to applicants, clients and employees.
- D. The Provider agrees that through its normal selection of staff, it will employ staff with special translation or sign language skills or find persons who are available within a reasonable time and who can communicate with non-English speaking or hearing impaired clients; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; and make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the client population.
- E. The Provider agrees to comply with the Purchaser's civil rights compliance policies and

procedures. The Purchaser will take constructive steps to ensure the Provider's compliance with the provisions of this subsection. The Provider agrees to comply with the Purchaser's civil rights monitoring reviews, including the examination of records and relevant files maintained by the Provider. The Provider further agrees to cooperate with the Purchaser in developing, implementing and monitoring corrective action plans that result from any reviews.

- F. The Provider agrees to submit to the Purchaser a current copy of the Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and the Americans with Disabilities Act (ADA) of 1990. The Provider shall attach its individual CRC Action Plan as part of this contract. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a 2-year period.

**XI. RENEGOTIATION**

Any appropriate part of this agreement must be renegotiated in the case of (1) increased or decreased volume of services; (2) change required by federal or state law or regulations or court action; or (3) funding availability affecting the substance of this agreement.

**XII. CONTRACT REVISIONS AND/OR TERMINATION**

- A. Revision of this agreement must be agreed to by Purchaser and Provider by an addendum to this agreement signed by the authorized representatives of both parties.
- B. This contractual agreement can be terminated by a thirty (30) day written notice by either party.
- C. Provider shall use best efforts to notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or termination of this agreement.
- D. If Purchaser finds it necessary to terminate the agreement prior to its expiration date for reasons other than nonperformance by the Provider, actual costs incurred by the Provider may be reimbursed for an amount determined by mutual agreement of the parties.

**XIII. CONDITIONS ON THE PARTIES' OBLIGATIONS**

- A. This agreement is contingent upon any authorization required by Wisconsin or United States law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this agreement, except as further agreed to by the parties.
- B. Nothing contained in this agreement shall be construed to supersede the lawful power or duties of either party.
- C. It is understood and agreed that the entire agreement between the parties is contained in this document, including any attached exhibits, except for those matters incorporated in it by

reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this agreement.

- D. Provider shall promptly notify Purchaser in writing of all complaints filed in writing against the Provider. Provider shall also promptly inform Purchaser in writing of Provider's understanding of each complaint resolution pertaining to Purchaser's clients only.
- E. Provider shall furnish to Purchaser a copy of the most recent licensing or certification report concerning the Provider upon request.
- F. Provider shall comply with the contractual performance standards required by the Purchaser.

**XIV. CORPORATE COMPLIANCE**

Provider acknowledges the commitment of Purchaser to carry out the provision of health care and all related activities consistent with the highest ethical, moral and legal standards, as well as the adoption by Purchaser of a corporate compliance plan to do so. Provider shall make its employees, agents, directors and officers aware of this commitment and ensure their compliance with it in all respects. In the event of a breach of the corporate compliance plan by Provider, this Agreement shall automatically terminate.

**XV. HEALTH INSURANCE PORTABILITY ACT OF 1996 (HIPAA) APPLICABILITY**

- A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.
- B. In addition, certain functions included in this agreement may be covered within HIPAA rules. As such the Purchaser must comply with all provisions of the law and has determined that Provider is a "Business Associate" within the context of the law.

**XVI. SIGNATURES.**

This agreement is approved by the authorized representatives of **Wood County Human Services Department** and **Sauk County Human Services** as indicated below. The agreement is null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this agreement exceeds sixty (60) days.

NORWOOD HEALTH CENTER (Provider)

By: *Minna Kunk NHA*  
Authorized Representative

Its: Administrator  
Title

Date: 2/10/22



SAUK COUNTY HUMAN SERVICES (Purchaser)

By: \_\_\_\_\_  
Authorized Representative

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

B. This Contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

C. The parties in execution of this Contract certify that each has lawful authority to enter the agreement and that each has read and agreed to abide by all of its terms.

XXI. In addition to the above, the parties agree to the provisions set forth in Exhibits 1-3.

NORWOOD HEALTH CENTER (Provider)

By:   
Authorized Representative

Its: Administrator  
Title

Date: 2/10/22

SAUK COUNTY HUMAN SERVICES (Purchaser)

By: \_\_\_\_\_  
Authorized Representative

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_