

## **MEDICAL DIRECTOR AGREEMENT**

*SSM Health Dean Medical Group: Thomas Flygt, M.D.  
Sauk County Health Care Center  
Medical Director of Facility*

This MEDICAL DIRECTOR AGREEMENT ("Agreement") is effective **April 25, 2022** ("Effective Date") by and between **Sauk County Health Care Center** ("FACILITY"), and Dean Health Systems, Inc., a Wisconsin close corporation d/b/a **SSM Health Dean Medical Group** ("SSM").

WHEREAS, FACILITY operates a nursing home located in Reedsburg, Wisconsin; and

WHEREAS, FACILITY desires to engage SSM, as an independent contractor, to provide, through a designated employee ("Physician") the administrative services described herein and serve as the Medical Director of FACILITY ("Medical Director").

THEREFORE, it is understood and agreed upon by the parties as follows:

1. **Relationship Between FACILITY and SSM.**

1.1 **Independent Contractors.**

FACILITY and SSM are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship. The parties further agree that SSM, any Physician and any other employees of SSM who provide Administrative Services pursuant to this Agreement shall not be entitled to any sick leave, vacation pay, retirement, social security, disability, health and unemployment benefits, or any other benefits offered to employees of FACILITY. FACILITY shall not have or exercise any control or direction over the professional judgment or methods by which SSM or any employees or agents of SSM perform Administrative Services pursuant to this Agreement.

1.2 **No Rights Except As Set Forth Herein.**

Neither party shall have any expressed or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as herein provided.

2. **SSM's Duties.**

2.1 **Duties.**

SSM, through the physician employee designated on Exhibit A shall serve as the Medical Director of the Program and shall perform such duties as set forth in Exhibit B ("Administrative Services"), both of which exhibits are attached hereto and incorporated herein by this reference. SSM may from time to time modify Exhibit A by designating a new physician employee who shall fulfill SSM's obligations hereunder provided that SSM shall not change such designation more than once annually (except in cases of unforeseen circumstance or in accordance with Section 6.2.4, below) and shall obtain FACILITY's prior approval of the newly designated Physician.

## 2.2 Professional Requirements.

SSM shall cause each Physician providing Administrative Services to: (i) maintain an unrestricted license to practice medicine in the State of Wisconsin; (ii) maintain all customary and appropriate narcotics and controlled substances numbers and licenses as required by federal, state, and local laws and regulations; (iii) be board certified in Internal Medicine: General or board eligible in Internal Medicine: General, so long as Physician is actively pursuing board certification, unless this requirement is waived in writing by FACILITY (but then only to the extent of such written waiver); and (iv) maintain good standing participation in the Medicare and Wisconsin Medicaid programs.

## 2.3 Standards.

SSM shall cause each Physician to provide Administrative Services in accordance with: (i) currently approved methods and practices of the appropriate licensing authority for physicians and any other applicable state agency or organization governing physicians; (ii) the ethical and professional standards of the American Medical Association; (iii) all applicable federal, state and local laws and regulations; (iv) prevailing professional standards in the community, at the time such Administrative Services are rendered; (v) FACILITY's bylaws, rules, regulations, policies and procedures; (vi) standards of any applicable licensing, regulatory, accrediting or certifying body, including but not limited to The Joint Commission; and (vii) the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops. Neither party shall engage in any conduct that would jeopardize the health, safety or privacy of patients. SSM shall provide sufficient time and funding to each Physician for appropriate and necessary continuing medical education.

## 2.4 Availability.

FACILITY, after consultation with SSM, shall establish the times at which Physician(s) shall perform Administrative Services hereunder and the location at which such Administrative Services shall be performed. Notwithstanding the foregoing, SSM and FACILITY agree that Physician shall provide Administrative Services on an average of six (6) hours per month, not to exceed ninety six (96) hours per year in total during the term of this Agreement.

## 2.5 Records and Reports.

2.5.1 Physician Time Records. In order to clearly document, for purposes of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), and the Medicare Anti-Referral Statute, 42 U.S.C. § 1395nn, that SSM is actually performing valuable services for FACILITY by providing Physician to serve as Medical Director of the Program and the specific nature of such services, SSM shall require Physician to complete and sign a monthly time record verifying the date and time expended by Physician in providing Administrative Services in a form set forth on Exhibit D, attached hereto and incorporated herein by this reference ("Time Record"). Time Records shall be submitted to FACILITY's office designee on or before the tenth (10th) day of the month following the month in which Administrative Services were rendered.

2.5.2 Administrative Records. SSM shall cause Physician to prepare on a timely basis

in accordance with all applicable FACILITY policies, other complete and accurate records, reports, and supporting documents with respect to the Administrative Services provided by SSM hereunder.

- 2.5.3 Ownership. The ownership and right of control of all records, reports and supporting documents prepared in connection with the Administrative Services provided hereunder shall rest exclusively in FACILITY. Upon the expiration or termination of this Agreement for any reason, SSM and each Physician shall promptly deliver to FACILITY all such records, except that FACILITY shall permit SSM and each Physician reasonable access to such records during business hours for any ongoing medical purposes and/or in order to defend against any professional liability claims or disciplinary actions. The provisions of this Section 2.5.3 shall survive the expiration or termination of this Agreement for any reason.
- 2.5.4 Access to Records. Until the expiration of four (4) years after the furnishing of services described herein by SSM and its employed and contracted health care professionals, upon proper demand and with the prior written consent of SSM, FACILITY agrees to make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and such books, documents and records of SSM as are necessary to certify the nature and extent of the cost or value of services provided hereunder. Further, if SSM carries out any of its duties hereunder pursuant to a subcontract, and if the services provided pursuant to said subcontract have a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, and such subcontract is with a related organization, such subcontract shall contain a clause requiring the subcontractor to retain and allow access to its records on the same terms and conditions as required of SSM by this Section 2.5.4. This Section 2.5.4 shall be null and void should it be determined that Section 1861(v)(1)(I) of the Social Security Act, as amended, is not applicable to this Agreement.

3. **FACILITY's Duties.**

3.1 Equipment and Space.

FACILITY shall provide all the space, supplies, equipment, furniture and fixtures as may be necessary for the proper operation and conduct of the Program and to facilitate Physician in providing Administrative Services, as may be determined by FACILITY, after consultation with SSM and/or Physician.

3.2 Personnel.

FACILITY shall employ or contract with the personnel required to provide support services to Physician to aid in Physician's performance of the Administrative Services for the Program. These personnel shall remain under the direction and control of FACILITY and FACILITY shall retain the right to hire, retain, fire and discipline such personnel.

#### 4. **Compensation**

##### 4.1 **Compensation.**

FACILITY shall pay SSM the compensation (“Administrative Compensation”) determined according to the provisions of Exhibit C, attached hereto and incorporated herein by this reference.

##### 4.2 **IRS Reporting Obligations.**

FACILITY shall report to the Internal Revenue Service and to such state and local taxing authorities as may be applicable any income which should be recognized by SSM pursuant to this Agreement as may be required by law, pursuant to IRS Form 1099 or similar forms used for such purposes, if applicable.

##### 4.3 **Billing.**

Neither SSM nor Physician shall bill or assert any claim for payment against any patient, commercial payor, or state or federal health care payor program for the Administrative Services performed by Physician pursuant to this Agreement.

#### 5. **Insurance**

##### 5.1 **FACILITY’s Insurance.**

At all times during the Term of this Agreement, FACILITY, at its sole cost and expense, agrees to procure and maintain, either through commercial policies or self-insurance: (i) professional liability coverage for losses arising out of the acts or omissions of FACILITY or its employees in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; (ii) commercial general liability coverage for losses arising out of the acts or omissions of FACILITY in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate; and (iii) workers’ compensation coverage for its employees. In the event that FACILITY provides professional liability coverage on a claims-made basis, then FACILITY shall, after the expiration or termination of this Agreement for any reason, maintain professional liability coverage (which may include self-insurance coverage) for professional liability resulting from acts or omissions of FACILITY or FACILITY’s employees occurring while this Agreement was in effect, up to the limits of the FACILITY’s self-insured retention as of the date the claim is made.

##### 5.2 **SSM’s Insurance.**

5.2.1 At all times during the Term of this Agreement, SSM shall procure and maintain: (i) an insurance policy or policies providing medical professional liability coverage covering SSM, and SSM’s employees and agents for liability resulting from acts or omissions of SSM or SSM’s employees and agents, including vicarious liability claims brought against FACILITY as a result of the actions, errors and/or omissions of SSM’s employees and agents, occurring in whole or in part during the Term of this Agreement, in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate of all claims (“Insurance Coverage”); (ii) an insurance policy providing

commercial general liability insurance coverage on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims; and (iii) workers' compensation coverage for any of its employees who perform Administrative Services pursuant to this Agreement.

5.2.2 Certificates. As of the Effective Date of this Agreement and thereafter upon any renewal of the insurance coverage required under this Section 5, SSM and FACILITY shall provide each other with certificates, which shall include the amount of any applicable deductible, issued by the insurance policy carrier, or self-insured entity, or its agent evidencing that all insurance required hereunder is in effect and require that such insurance carrier or agent shall provide the respective party at least fifteen (15) days prior written notice of any modification, cancellation or nonrenewal of such policy. All commercial insurance shall be issued by responsible insurance carriers authorized to do business in Wisconsin and reasonably acceptable to the parties.

### 5.3 Physician's Insurance.

FACILITY shall provide Physician with liability insurance coverage for the Administrative Services provided pursuant to this Agreement through, at FACILITY's option, self-insurance or commercial insurance policies. A certificate evidencing such coverage shall be provided to SSM upon request. The professional liability insurance coverage provided to FACILITY pursuant to this Section 5 is limited to the Administrative Services provided by Physician on behalf of FACILITY pursuant to this Agreement and does not cover any professional medical services provided by Physician in his/her independent medical practice or on behalf of any other person or entity.

### 5.4 Survival.

The parties' obligations under this Section 5 shall survive the expiration or termination of this Agreement for any reason.

## 6. Term and Termination.

### 6.1 Term.

The term of this Agreement shall commence on the Effective Date and continue for two (2) years ("Initial Term"). The parties shall review this Agreement prior to the end of the then-current term and, if mutually agreed upon by the parties, extend the term of the Agreement for an additional period (each a "Renewal Term"). The "Term" of this Agreement shall mean the Initial Term and all Renewal Terms, unless sooner terminated pursuant to this Agreement. All such extensions shall be documented in writing and signed by the parties prior to the expiration of the then-current term. In the event the parties fail to appropriately document an extension, and SSM continues to provide Administrative Services hereunder, the Term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice if the termination is without cause, or if the termination is not without cause, then as provided by the applicable termination provision of this Agreement.

## 6.2 Termination.

In addition to the termination provisions specifically set forth in this Agreement, the parties may terminate this Agreement as follows:

- 6.2.1 Termination Without Cause. Either party may terminate this Agreement by giving at least thirty (30) days prior written notice to the other party stating the effective date of termination.
- 6.2.2 Immediate Termination. FACILITY may terminate this Agreement immediately upon the dissolution, insolvency or receivership of SSM, or Physician's failure to obtain and maintain the insurance coverage as required in Section 5.2.
- 6.2.3 Termination For Cause. Notwithstanding anything herein to the contrary, FACILITY may terminate this Agreement immediately upon written notice to SSM stating the effective date of termination if any one (1) or more of the following events occur:
  - (i) Physician fails to comply with requirements in Sections 2.2 and 2.3, above, as reasonably determined by FACILITY; or
  - (ii) Physician is convicted of a felony or a crime involving fraud or moral turpitude; or
  - (iii) Physician engages in any conduct that is unethical, unprofessional or jeopardizes, or threatens to jeopardize, the health or safety of patients, as reasonably determined by FACILITY; or
  - (iv) Physician engages in any conduct that is not conducive to, or otherwise disrupts, a harmonious work environment, that is grave misconduct, gross incompetence, gross misfeasance or a material violation of the professional canons of ethics, as reasonably determined by FACILITY; or
  - (v) SSM or Physician is excluded or suspended from: (a) participation in any federal or state reimbursement program, or becomes the subject of any investigation which FACILITY, in its sole discretion, believes may lead to suspension or exclusion, or (b) any private or governmental managed care/third party payor arrangement necessary, in FACILITY's sole discretion, to effectuate payment for the Administrative Services provided pursuant to this Agreement; or
  - (vi) Physician providing Administrative Services pursuant to this Agreement dies, becomes disabled, or is unwilling to provide Administrative Services. For purposes hereof, Physician shall be deemed to suffer from a "disability" if Physician is unable, for a period of ninety (90) days or more, to perform Physician's essential functions and duties as those set forth in this Agreement due to a physical or mental impairment, with or without reasonable accommodations, as determined through an examination by a qualified physician approved by FACILITY subject to any and all applicable laws and regulations including but not limited to the Americans With Disabilities Act.

- 6.2.4 Alternative to Termination. In the event that Physician's conduct provides grounds for termination pursuant to Sections 6.2.3(i)–(vi), FACILITY, in its sole discretion, may request of SSM that such Physician immediately cease providing Administrative Services pursuant to this Agreement, if applicable, and request that SSM substitute another Physician reasonably acceptable to FACILITY to perform the Administrative Services hereunder. In the event that SSM fails to comply with such request, FACILITY may immediately terminate the Agreement pursuant to this Section 6.2.4.
- 6.2.5 Breach. Any party hereto may terminate this Agreement immediately if the other party breaches this Agreement and such breach is not cured within thirty (30) days ("Cure Period") after receipt by the breaching party of written notice of such breach. Notwithstanding the foregoing, if the breach is cured within the Cure Period but the breaching party commits the same or a substantially similar breach following expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement without affording any further Cure Period. A breach of this Agreement shall include, but not be limited to, failure to provide timely and/or quality Administrative Services, or if requested, provision of specific written assurance of SSM's continued ability to provide Administrative Services according to FACILITY's expectations as set forth herein.
- 6.2.6 Termination Due To Change In Law. The parties agree that in the event that legislation is enacted, regulations are promulgated, or a decision of a court or administrative body is rendered that affects, or may affect in the opinion of either party's legal counsel, the legality of this Agreement or adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder, then within sixty (60) days following notices each party will negotiate in good faith an amendment to this Agreement or a substitute agreement that will carry out the original intention of the parties to the extent possible in light of such legislation, regulation or decisions and each party will sign such amendment or substitute agreement. In the event that the parties cannot reach agreement as to the terms and provisions of the amendment or substitute agreement within sixty (60) days following the notice provided in this Section 6.2.6, then this Agreement shall immediately terminate, following written notice of termination from either party.
- 6.2.7 Disclosure of Information. For purposes of Section 6.2.3, by signing this Agreement SSM and each Physician expressly authorize any third party, including but not limited to any hospital, health care provider, individual person, government agency, corporation or other legal entity (each, an "Institution"), to provide to FACILITY, upon request, any information, whether verbal or written, including otherwise privileged and confidential information, FACILITY in good faith deems necessary to determine SSM or any Physician's status with respect to Sections 6.2.3(i)–(vi). SSM and each Physician expressly release and hold FACILITY and any Institution (and the respective officers, directors, employees and agents of FACILITY or any such Institution) providing truthful information to FACILITY in good faith or receiving or acting in good faith upon information received pursuant to this Section 6.2.7, harmless from any liability arising from such disclosures. This authorization shall commence on the Effective Date, and shall continue until the expiration or termination of this Agreement for any reason; provided, however, that the release of liability set forth herein shall survive the expiration or termination of this Agreement for any reason, and communications

made after the date of expiration or termination regarding matters which occurred prior to such expiration or termination shall be considered within the scope of this authorization.

- 6.2.8 Effect of Termination. In the event this Agreement is terminated pursuant to any provision of this Agreement, with or without cause, the parties shall not enter into the same or substantially the same arrangement with each other for the Administrative Services set forth in this Agreement for a period of one (1) year following the Effective Date of this Agreement.

7. **Miscellaneous.**

7.1 Entire Agreement.

This Agreement constitutes the entire agreement between FACILITY and SSM and supersedes all prior proposals, negotiations, representations, communications, writings and agreements between FACILITY and SSM with respect to the subject matter hereof, whether oral or written. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of FACILITY and SSM. This Agreement shall be binding on the parties, their successors, and permitted assigns.

7.2 Counterparts, Facsimile or Electronic Signature.

This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

7.3 Severability.

In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, "Provision") shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable Provision(s) had not been a part hereof.

7.4 Waiver of Breach.

The failure of FACILITY or SSM to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.



## 7.5 Notices.

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to FACILITY:        Sauk County Health Care Center  
                                  Attn: Emily Greenwood  
                                  1051 Clark Street  
                                  Reedsburg, WI 53959  
                                  Email: greenwood@saukcountywi.gov

If to SSM:                SSM Health  
                                  Attn: Contracts  
                                  10101 Woodfield Lane  
                                  St. Louis, MO 63132  
                                  Email: ContractNotices@ssmhealth.com

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

## 7.6 Assignment and Subcontracting.

The purpose of this Agreement is to secure the services of SSM in the performance of Administrative Services hereunder. Accordingly, except as provided in Sections 2.1 and 6.2.4 above with respect to the designation of Physician, SSM may neither assign its rights nor obligations under this Agreement nor otherwise subcontract for, or delegate, the performance of its obligations under this Agreement to any other person or entity. SSM may, without the prior consent of FACILITY, assign its rights and obligations under this Agreement to another legal entity owned or controlled by, under common control or affiliated with, SSM.

## 7.7 Governing Law.

This Agreement shall be construed and enforced in accordance with the substantive laws of the State of Wisconsin, without regard to Wisconsin's conflict of laws provisions.

## 7.8 Confidentiality.

7.8.1 Business and Financial Information. SSM acknowledges that during SSM's association with FACILITY, SSM and Physician(s) will be brought into contact with FACILITY's confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about FACILITY's operations and business of a confidential nature ("Confidential Information") and that such Confidential Information has a special and unique value to FACILITY. Therefore, SSM and Physician(s) will not in any manner, directly or indirectly, disclose or divulge to any person, or other entity, whatsoever, or use for his/her own benefit or for the benefit of any other person or other entity

whatsoever, directly or indirectly in competition with FACILITY, any of such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information independently known to SSM or Physician(s) through a source or other third party not under any duty of confidentiality to FACILITY. Upon the expiration or termination by any party for any reason of this Agreement, SSM and Physician(s) shall immediately return to FACILITY any and all such Confidential Information in possession or control of SSM or Physician(s).

7.8.2 Patient Identifying Information. All parties to this Agreement shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Privacy and Security Standards (45 C.F.R. Parts 160 and 164) and the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary of Health and Human Services on and after the applicable effective dates specified in the Standards. All medical information and data concerning specific patients, including but not limited to the identity of the patients, derived from the business relationship set forth in this Agreement shall be treated and maintained in a confidential manner by all parties to this Agreement and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. All parties agree to the Business Associate Agreement attached to this Agreement as Exhibit E and shall comply with the provisions set forth therein.

#### 7.9 FACILITY’s Representation and Warranty.

FACILITY represents and warrants to SSM that FACILITY and its owners, employees, agents and any subcontractors (collectively “Personnel”) are not: (i) listed on the System for Award Management website (“sam.gov”) with an active exclusion; (ii) listed on the Office of the Inspector General’s website (“oig.hhs.gov”); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, “Government Payor Programs”). FACILITY also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of FACILITY or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an “Investigation”). FACILITY shall notify SSM of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of FACILITY’s first learning of it. SSM shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. SSM shall be kept apprised by FACILITY in a timely manner of the status of any such Investigation. FACILITY shall indemnify, defend and hold SSM harmless from any claims, liabilities, fines and expenses (including reasonable attorneys’ fees) incurred as a result of FACILITY’s breach of this paragraph.

#### 7.10 Section Headings.

The headings of Sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

7.11 Rights of Parties.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, or to give any third persons any right of subrogation or action against any party to this Agreement.

7.12 Attorneys' Fees.

In the event legal action is instituted to enforce this Agreement or any part hereof, the prevailing party shall be entitled to reasonable attorneys' fees and actual costs incurred in connection with such action.

7.13 Affirmative Action Statement.

**SSM and all covered subcontractors shall abide by the requirements of 29 CFR § 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

7.14 Non-Reciprocal Agreement.

Nothing in this Agreement is conditioned upon SSM or Physician referring patients to FACILITY. Additionally, during the Term, FACILITY shall not restrict Physician in any manner from establishing staff privileges at, or referring patients to, any other entity. The amount or value of benefits provided by FACILITY hereunder shall not vary (or be adjusted or renegotiated) based on the volume or value of any expected referrals to, or business otherwise generated for, FACILITY or its affiliates.

7.16 Master Contract Database.

The master listing of all personal services arrangements between the parties is maintained by the SSM Health System Legal Affairs Contracts Division within its master electronic contract database (the "Master Contract Database"). The Master Contract Database is centrally managed and updated regularly by the SSM Health System Legal Affairs Contracts Division and otherwise preserves the historical record of personal services arrangements between the parties.

**[Remainder of Page Intentionally Left Blank – Signature Page Follows]**

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

SSM:

Dean Health Systems, Inc. d/b/a  
SSM Health Dean Medical Group

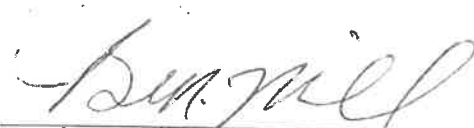
DocuSigned by:

By:   
Name: Mark Thompson, MD  
Title: Regional Chief Clinical Officer  
Address: 1808 W. Beltline Hwy  
Madison, WI 53713

Date: November 28, 2022

FACILITY:

Sauk County Health Care Center

By:   
Name: BRENT R. MILLER  
Title: ADMINISTRATION  
Address: 1051 Clark Street  
Reedsburg, WI 53959  
Email: brent.miller@sauckcountywi.gov

Date: OCT 17, 22

Joinder:

I agree to provide the services contemplated in this Agreement in accordance with the provisions thereof. I acknowledge and agree that I am not a necessary party to this Agreement for the purpose of notice, amendment, or enforcement of any rights accruing pursuant to the Agreement. This Joinder does not constitute any agreement by me to assume any obligations of SSM under the Agreement:

X: \_\_\_\_\_  
Name: Thomas Flygt, M.D.  
Address: 1700 Tuttle Street  
Baraboo, WI 53913  
Email: Thomas.flygt@ssmhealth.com

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

**EXHIBIT A**

**DESIGNATED PHYSICIAN**

The following physician employee of SSM shall serve as Medical Director and provide Administrative Services under this Agreement unless and until a substitute is appointed pursuant to the provisions of Section 2.1 or 6.2.4 of the Agreement:

**Thomas Flygt, M.D.**

**EXHIBIT B**

**ADMINISTRATIVE SERVICES**

**I. POSITION DEFINITION**

Title: **Medical Director of Facility**

**II. POSITION DESCRIPTION**

Physician shall be responsible for the development, implementation and monitoring of policies, protocols and procedures to effect desired outcomes by performing the following duties:

- (a) Coordinate medical care in the FACILITY and provide clinical guidance and oversight regarding the implementation of resident care policies.
- (b) Develop written rules and regulations which shall be approved by FACILITY which shall include delineation of the responsibilities of attending physicians and procurement of physicians to furnish necessary medical care in emergencies and for providing care pending arrival of a physician.
- (c) Act as liaison with attending physicians and other licensed healthcare providers to provide that orders are written promptly upon admission of a resident, that periodic evaluations of the adequacy and appropriateness of health professional and supporting staff and services are conducted, and that the medical needs of the residents are met.
- (d) Assist in arranging for continuous physician coverage to handle medical emergencies.
- (e) Assist in developing procedures for the emergency treatment of patients/residents.
- (f) Assist in developing procedures for the transfer of patients/residents to other organizations when necessary.
- (g) Participate in establishing policies, procedures and guidelines designed to assure the provision of adequate, comprehensive services.
- (h) Participate in the patient/resident care management system.
- (i) Provide consultation in the development and maintenance of an adequate medical record system.
- (j) Participate in the organization's in-service training programs.
- (k) Monitor the health status of employees and advise the administration on employee health policies.
- (l) Provide consultation to the organization's administrator, director of nursing and the individual responsible for social services concerning the organization's ability to meet the psychosocial, medical and physical needs of patients/residents.

- (m) Advise the administrator about the adequacy and appropriateness of the organization's scope of services for patients/residents, its medical equipment and its professional and support staff.
- (n) Ensure a safe and sanitary environment for patients/residents and personnel by:
  - a. Reviewing and evaluating incident reports;
  - b. Identifying hazards to health and safety; and
  - c. Making relevant recommendations to the administrator.
- (o) Be knowledgeable about the policies and programs of public health agencies that may affect patient/resident care programs.
- (p) Act as the organization's medical representative in the community.
- (q) Monitor and evaluate the quality and appropriateness of medical services as an integral part of the overall quality assurance program.
- (r) Serve on the following FACILITY committees: quality assurance and physician advisory.

### **III. MENTAL AND PHYSICAL REQUIREMENTS**

This position requires full range of body motion including handling and lifting patients, manual and finger dexterity and eye/hand coordination. In addition, standing and walking for extensive periods of time; corrected vision and hearing to normal range; working under stressful conditions or working irregular hours; and exposure to communicable diseases or bodily fluids are required.

## **EXHIBIT C**

### **COMPENSATION**

1. **Administrative Compensation.**

As compensation for SSM providing Physician to act as the Medical Director and rendering Administrative Services pursuant to this Agreement, FACILITY shall pay SSM at a rate of One Hundred Forty One and 00/100 Dollars (\$141.00) per hour for an average of six (6) hours per month, not to exceed ninety six (96) hours per year. If Physician believes the requested administrative duties will require more than ninety six (96) hours per year, Physician shall notify the FACILITY President, or the FACILITY President's designee, prior to exceeding the time limit set forth herein and Physician shall be compensated only for additional time approved in writing by the FACILITY President, or the FACILITY President's designee. FACILITY shall pay SSM's Administrative Compensation within twenty (20) days following the date that Physician submits Time Records following the month in which Physician provided Administrative Services.

2. **SSM's Responsibility to Compensate.**

SSM expressly agrees that all Administrative Compensation payments made pursuant to this Agreement constitute payment in full for SSM's and Physician's provision of Administrative Services hereunder and that FACILITY shall not be responsible for compensating any SSM employees or persons otherwise under contract with SSM (including Physician(s)) while this Agreement is in effect. SSM shall be solely responsible for making all deductions and withholdings which may be required by federal, state and local law for Physician and SSM's employees providing Administrative Services hereunder.



**EXHIBIT D**  
**TIME RECORD**  
**MEDICAL DIRECTOR AGREEMENT**  
*SSM Health Dean Medical Group: Thomas Flygt, M.D.*  
*Sauk County Health Care Center*  
*Medical Director of Facility*

<b>Time Requirements:</b> An average of six (6) hours per month, not to exceed ninety six (96) hours per year.	<b>Month: _____ Year: _____</b> <b>Day and Time Spent</b>																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Provide clinical guidance/oversight regarding implementation of resident care policies.																																
Develop written rules and regulations.																																
Assist in developing procedures for the emergency treatment of patients/residents.																																
Assist in developing procedures for the transfer of patients/residents to other organizations when necessary.																																
Participate in the patient/resident care management system.																																
Provide consultation in the development and maintenance of an adequate medical record system.																																
Participate in the organization's in-service training programs.																																
Monitor the health status of employees and advise the administration on employee health policies.																																
Review and evaluate incident reports; identify hazards to health and safety; make relevant recommendations to the administrator.																																
Monitor and evaluate the quality and appropriateness of medical services as an integral part of the overall quality assurance program.																																
Serve on the quality assurance and physician advisory committees.																																
<b>TOTAL</b>																																

**MediTract Contract #:** \_\_\_\_\_

**Total # of Hours Spent This Month:** \_\_\_\_\_

**Contract Effective Date:** \_\_\_\_\_

I attest that:

- ✓ this Time Record presents accurately and completely my activities and hours performed in accordance with the requirements of my Agreement.
- ✓ these activities were reasonable and necessary for the legitimate and commercially reasonable purposes of the Program and/or FACILITY.
- ✓ this Time Record does not include any activities excluded from compensation under my Agreement.

\_\_\_\_\_  
Thomas Flygt, M.D.

I attest that:

- ✓ I have read and reviewed the Time Record and attest that the activities listed were performed.
- ✓ I have read and reviewed the Time Record and attest that the activities listed and the time associated with those activities were reasonable and necessary for the legitimate and commercially reasonable purpose of the Program.

\_\_\_\_\_  
FACILITY Director

I attest that:

- ✓ I have read and reviewed the completed Time Record.
- ✓ the Agreement is current.
- ✓ the reimbursement request does not exceed limits set forth in the Agreement regarding weekly, monthly and/or annual hours and compensation limits, and any additional hours which do exceed the weekly, monthly and/or annual limits have otherwise been approved by me or my designee in accordance with the terms of the Agreement.
- ✓ payments may be issued.

\_\_\_\_\_  
FACILITY President

**EXHIBIT E****BUSINESS ASSOCIATE ADDENDUM (“BAA”)**

The parties to the Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the rules and regulations promulgated thereunder, as amended. In order to ensure such compliance, this exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created or received by, BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY will be handled.

**1. Definitions.**

- 1.1 “BUSINESS ASSOCIATE” shall mean **SSM**.
- 1.2 “COVERED ENTITY” shall mean **FACILITY**.
- 1.3 “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 1.4 The following terms as used in this BAA shall have the meaning ascribed to them in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, electronic media, health care operations, individual, minimum necessary, notice of privacy practices, protected health information (“PHI”), required by law, Secretary, security incident, subcontractor, unsecured protected health information, use, and workforce.

**2. Obligations and Activities of BUSINESS ASSOCIATE.**

BUSINESS ASSOCIATE agrees to:

- 2.1. Not use or disclose PHI other than as permitted or required by this BAA or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA;
- 2.3. Report to COVERED ENTITY any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including breaches of unsecured PHI and any security incident of which it becomes aware. Such report shall be made no later than five (5) days after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers such unintended use or disclosure. Such report shall be provided to COVERED ENTITY’s designated Privacy Officer using the information set forth below;

Privacy Officer Contact Information:

Name:

Phone:

Email:

- 2.4. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;
- 2.5. Provide access, at the request of COVERED ENTITY, and in a time and manner mutually agreed upon by BUSINESS ASSOCIATE and COVERED ENTITY, to PHI in a Designated Record Set, to the COVERED ENTITY or, as directed by the COVERED ENTITY, to an Individual in order to meet the requirements under 45 C.F.R. Section 164.524;
- 2.6. Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by COVERED ENTITY pursuant to 45 C.F.R. Section 164.526, or take other measures necessary to satisfy COVERED ENTITY's obligations under 45 C.F.R. Section 164.526, in the time and manner mutually agreed upon by BUSINESS ASSOCIATE and COVERED ENTITY;
- 2.7. Maintain and make available the information required to provide an accounting of disclosures to the COVERED ENTITY as necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.528;
- 2.8. To the extent BUSINESS ASSOCIATE is to carry out one or more of COVERED ENTITY's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to COVERED ENTITY in the performance of such obligation(s); and
- 2.9. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

- 3.1. BUSINESS ASSOCIATE may use and disclose PHI to perform the services set forth in the Underlying Agreement. BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by this BAA or as required by law.
- 3.2. BUSINESS ASSOCIATE agrees that when using or disclosing PHI or when requesting PHI, BUSINESS ASSOCIATE shall limit PHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request, consistent with COVERED ENTITY's minimum necessary policies and procedures.
- 3.3. BUSINESS ASSOCIATE may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by COVERED ENTITY except for the specific uses and disclosures set forth below.
- 3.4. BUSINESS ASSOCIATE may use PHI for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE.
- 3.5. BUSINESS ASSOCIATE may disclose PHI for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by

law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

- 3.6. BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COVERED ENTITY.

4. **Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.**

- 4.1. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in the notice of privacy practices of COVERED ENTITY under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE's use or disclosure of PHI.
- 4.2. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI.
- 4.3. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of PHI that COVERED ENTITY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

5. **Term and Termination.**

- 5.1. Term. The term of this BAA shall commence as of the Effective Date first stated above, and shall continue in full force and effect until the Underlying Agreement between BUSINESS ASSOCIATE and COVERED ENTITY terminates or expires, unless sooner terminated as provided herein.
- 5.2. Termination for Cause. BUSINESS ASSOCIATE authorizes termination of this BAA by COVERED ENTITY, if COVERED ENTITY determines BUSINESS ASSOCIATE has violated a material term of this BAA and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COVERED ENTITY.
- 5.3. Obligations of BUSINESS ASSOCIATE Upon Termination.

Upon termination of this BAA for any reason, BUSINESS ASSOCIATE, with respect to PHI received from COVERED ENTITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, shall:

- 5.3.1. Retain only that PHI which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- 5.3.2. Return to COVERED ENTITY or destroy the remaining PHI that BUSINESS ASSOCIATE still maintains in any form;
- 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the PHI;

- 5.3.4. Not use or disclose the PHI retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 3(D)-Section 3(F) of this BAA which applied prior to termination; and
- 5.3.5. Return to COVERED ENTITY or destroy the PHI retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- 5.4. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

6. **Miscellaneous.**

- 6.1. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3. Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 6.4. This BAA sets forth the entire agreement of COVERED ENTITY and BUSINESS ASSOCIATE and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, concerning the subject matter hereof. Without limiting the foregoing, this BAA expressly amends, replaces and supersedes any prior BUSINESS ASSOCIATE Agreements in effect between COVERED ENTITY and BUSINESS ASSOCIATE.
- 6.5. The parties acknowledge that the Underlying Agreement was fully negotiated between the parties. Notwithstanding anything to the contrary contained in this BAA, the Underlying Agreement is not superseded by this BAA and any and all limitations of liability negotiated and contained in the Underlying Agreement shall govern the parties' liability in connection with this BAA.
- 6.6. This BAA and any amendment hereto or waiver hereof may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile, which shall have the same effect as an original signature.