

PURCHASE OF SERVICES AGREEMENT

Between

SAUK COUNTY WISCONSIN

PURCHASER

and



North Central Health Care

**1100 Lake View Drive
Wausau, WI 54403-6785
(715) 848-4600**

**Contract Administrator: Mort McBain
e-mail: mmcbain@norcen.org**

PROVIDER

2023

(No. 23-032)

Agreement entered into this _____ day of _____, 20____ for the period January 1, 2023 through December 31, 2023 by and between **North Central Health Care** (Provider) and **Sauk County Wisconsin** (Purchaser).

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

I. CONTRACT ADMINISTRATOR

Purchaser's employee responsible for administration of this contract will be _____, whose principal business address is _____. Provider's employee responsible for administration of this contract will be the Executive Director of North Central Health Care, whose principal business address is 1100 Lake View Drive, Wausau WI 54403. 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 PURCHASED

In compliance with state and federal laws, and subject to the terms of the State/County Contract for Income Maintenance programs, Social and Mental Hygiene Service programs, and Community Youth and Family Aids programs, Provider agrees to provide for and Purchaser agrees to purchase to eligible clients the standard programs as described in this agreement.

Definition/Description:

5.03 Inpatient – The provision of assessment and treatment services in 24-hour units of an inpatient facility program for the purpose of stabilizing and/or ameliorating mental illness for youth patients that are eligible for treatment in the facility. The goal of services is to enable individuals to function effectively in a less restrictive alternative setting. Services may include but are not limited to: assessment/diagnosis; case planning, monitoring, and review; counseling/psychotherapy; physical health activities; education/training; personal care; supervision; and therapy. Food and housing are also provided. Includes stays under emergency detention and commitment provisions and evaluations which require an inpatient admission. Includes planning for, arranging for, and monitoring of inpatient facilities placements. Excludes inpatient care for the primary purpose of detoxification.

Other Terms and Conditions Pertaining to Purchased Services:

Additional Services. If a client needs additional services not covered by this contract, Provider will make reasonable attempts to notify the Purchaser so that the Purchaser may arrange for those services. If the Purchaser is unable to arrange for the uncovered services, such as dental services, medical hospitalization, specialized ambulance services, medical procedures and tests, then Provider shall have the authority to arrange for the uncovered services, if medically necessary. Likewise, in emergency situation, Provider will arrange to have uncovered services provided to the client.

Transportation. The Purchaser is responsible for transportation of the client to the inpatient facility and from the inpatient facility to whatever placement is arranged at discharge from the inpatient facility.

Discharge Planning and Post Discharge Follow Up. Provider shall lead and be responsible for client discharge planning services. Purchaser shall participate daily in discharge planning and maintain consistent and frequent communication with Provider's staff in charge of discharge planning services. Linkage, post discharge follow up, and all other transitional services are not included in this Agreement and Purchaser shall have sole responsibility for providing these services to Purchaser's clients.

Limitation of Services

All admissions and acceptance of youths into the program are at the discretion of the accepting NCHC clinical team and NCHC, at its sole discretion, reserves the right to refuse any referral.

If a client is exhibiting extremely disruptive behavior, and to the extent that client's disruptive behavior poses a danger to Provider's staff and patients or otherwise exceeds Provider's capability to manage the client safely, Provider shall have the ability to return the Purchaser's client or arrange for transfer to another facility more capable of handling the situation. Provider shall have absolute and sole discretion in its determination of dangerousness and Provider's capability to safely manage client.

Purchaser recognizes that Provider has limited beds for providing the services to Purchaser's clients as well as to Provider's own clients. Purchaser recognizes that Provider needs to give priority to providing services to its own clients and at times it may be necessary for Purchaser to remove its clients from Provider's facility where they are receiving services under this Agreement. Therefore, the parties agree that Provider may give written notice to Purchaser's Contract Administrator via email or facsimile that one or more of Purchaser's clients must be removed from Provider's facility. Provider will give at least 24 hours advance notice to the Purchaser of the need to move Purchaser's client(s). The written notice to remove the client(s) will set forth the time frame that applies. For any client the Purchaser fails to remove from Provider's facility after the end of the time set forth in Provider's notice, Purchaser agrees to pay an additional 100% of the rate of pay set forth above as liquidated damages for each day or part thereof that Purchaser's client holds-over at Provider's facility.

III. COST OF SERVICES

Purchaser agrees to pay Provider for the services provided in accordance with this Contract.

A. Inpatient

- \$2,000.00/day Detention
- \$2,000.00/day Voluntary/Post Probable Cause

Physician, and any other professional medical services such as Physician Assistants, Nurse Practitioners, and Psychological Testing, will be billed to third party by Provider. If reimbursement by third party is denied, the charge will be billed back to the Purchaser.

Separate charges may be added, if used, for the following:

- Psychiatry/Psychology court testimony
- Psychological testing and evaluations

- Interpreter Services
 - Video conferencing
 - Transportation upon discharge
- B. For any resident of “Purchaser’s county” who is either voluntarily admitted to Provider or placed at Provider under a detention, the Purchaser is responsible for making Provider whole for the services provided to the patient where allowed. This obligation of the Purchaser includes, but is not limited to, the following:
- a. To reimburse Provider for any uninsured and underinsured expenses associated with the patient’s stay at Provider as allowed by law. (ie: No insurance coverage, Peer Review Denials, etc.)
 - b. To provide transportation of the patient upon discharge when the patient is done with inpatient treatment or, if Provider provides for the transportation directly or indirectly, to reimburse Provider for said costs.

In the event of conversion from involuntary to voluntary status, the Purchaser will be informed and Purchaser will have the opportunity to deny the remainder of the stay as a voluntary admission. If, however, the Purchaser exercises its right to deny the remainder of the stay, Purchaser will be responsible for placement of the client and transportation of the client to that placement. Until such placement and transportation have been arranged, the Purchaser will be responsible for any additional costs of inpatient hospitalization.

IV. BILLING, COLLECTION AND PAYMENT FOR SERVICES

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

- 1) Medicare – Provider agrees to accept assignment as per Medicare policies. Purchaser is responsible for any and all applicable coinsurance, deductibles, non-covered charges, or benefits exhausted.
- 2) Medical Assistance (MA) – Provider agrees to accept established reimbursement per Medical Assistance policies. Purchaser is responsible for any and all applicable deductibles, co-pays, non-covered charges or charges denied, includes MA HMOs because of out-of network status.
 - a) If the Purchaser is pursuing MA eligibility retroactively for a client, the Provider shall follow the self pay guidelines until reimbursement from MA is obtained.
- 3) Insurance – Provider agrees to submit one bill to any known private insurance covering the client at time of discharge. Purchaser will be billed for services purchased and Purchaser shall make payment within thirty (30) days of billing.
 - a) If Provider receives reimbursement from private insurance after Purchaser has made payment, Section B will be followed.
 - b) **If insurance has co-payment or deductibles, the Provider will follow the self-pay guidelines.**

- c) If private insurance denies payment for any reason, the Provider will bill Purchaser according to the self-pay guidelines.
 - d) If client does not make known their insurance coverage, refuses to sign a release of information for billing, and/or withholds consent for assignment of benefits they will be treated as a self pay client.
 - e) If Purchaser pursues insurance coverage of client after discharge, the Purchaser shall follow the self pay guidelines until reimbursement from insurance is obtained.
- 4) 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 purchased 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.
 - b) If more counties or independent parties are involved with a specific client, it shall be the initiating county's responsibility to recapture their costs.
- 5) Determination of ineligibility for continued stay: If a client is determined to no longer meet criteria for inpatient care for Medicare, Medicaid or Private Insurance, the Purchaser will be informed and the Purchaser will be billed for any subsequent days the client remains hospitalized in the inpatient facility.
- B. Except as permitted by s. 46.036(5m), Wis. Stats., Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider fails to return funds paid in excess of the allowable cost of standard programs categories/clusters provided, Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider, however, the recovery of excess payments need not be limited to recovery from any future payments. The allowable cost of standard programs shall be determined pursuant to the Department of Health Services' Allowable Costs Policy Manual.
- C. In addition to the above, the Provider shall advise or bill Purchaser for any uncovered services Provider has properly arranged for Purchaser's clients and Purchaser shall either directly pay them or reimburse Provider for their payment.
- E. It is understood and agreed by all parties that the Purchaser assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.
- F. Purchaser is responsible for payment until court ordered change of venue.

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. Under §46.036, each vendor agency must provide an annual audit to the county agency, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency as shown below.
- 1) Unless waived, and if requested, the Provider shall submit an annual program or agency-wide audit to the Purchaser if the total amount of annual funding provided by Purchaser to the Provider through this and other contracts is \$100,000 or more.
 - 2) The audit shall be in accordance with the requirements of OMB Circular A-133 if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit shall also be in accordance with:
 - * The State Single Audit Guidelines, if the Provider is a local government that meets the criteria of OMB Circular A-133 for needing an audit in accordance with that Circular or
 - * The Provider Agency Audit Guide for all other Providers. (www.dhs.wisconsin.gov/grants)
 - 3) If the Provider fails to submit the required audit, the Purchaser may arrange to have the audit conducted. The fees for the audit will be withheld from payments to the Provider.
- C. 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.
- D. Transfer a client from one category of care or service to another only with the approval of the Purchaser. Refer to number 3 in the commentary. If the situation is an emergency, Provider may transfer the client to a different category and will notify Purchaser of the change.
- E. 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.
- F. 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 HFS12 and HFS13 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

Purchaser and Provider understand and agree that the eligibility of individuals to receive the standard programs to be provided under this agreement from Provider will be determined and authorized by Purchaser. 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 Purchaser's or Provider'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 Provider and Purchaser 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 statutes 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: \$1.14 for pages 1-25, \$.86 for pages 26-50, \$.56 for pages 51-100 and \$.34 for pages 101 and above.
 - 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 purchased 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 Provider and Purchaser by an addendum to this agreement signed by the authorized representatives of both parties.
- B. This contractual agreement can be terminated by a sixty (60) 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, Provider and Purchaser 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.

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 **North Central Health Care** and **Sauk County Wisconsin** as indicated below. The agreement is null and void if the time between the Provider's authorized representative signature and the Purchaser's authorized representative signature on this agreement exceeds sixty (60) days.

PURCHASER: **Sauk County Wisconsin**

(Signed) _____
Name: _____ Date _____
Title: _____

(Signed) _____
Name: _____ Date _____
Title: _____

PROVIDER: **North Central Health Care**

(Signed) _____
Name: _____ Date _____
Title: _____