

Contract for Scenic Bluffs Health Center, Inc. to operate dental program

This Contract ("Contract") is entered into as of the date set forth below by and between Scenic Bluffs Health Center, Inc. ("Scenic Bluffs"), which is a non-stock, not-for-profit corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, and Sauk County ("County"), which is a governmental subdivision organized pursuant to Chapter 59 of the Wisconsin Statutes. Scenic Bluffs and County may individually be referred to as a "Party" and collectively together as "the Parties" herein.

RECITALS

- A. The County, through the Sauk County Health Department, is currently operating a program through which dental services are provided to students at certain school districts (seventeen districts) within Sauk County, which program is more commonly known as the "Seal-A-Smile Program" ("Dental Program").
- B. Sauk County employs 1.6 FTEs, _Program Coordinator and Public Health Technician to provide administration for Sauk County's operation of the Dental Program.
- C. The County's operation of the Dental Program will continue until July 31, 2024
- D. As of August 1, 2024, Scenic Bluffs will begin operation of the Dental Program as defined below

NOW, THEREFORE, the parties agree as follows:

AGREEMENTS

1. Term of Contract.

This Contract will begin on August 1, 2024, and will end June 30, 2025 ("Initial Term"), after which time, the agreement will automatically renew for successive one-year terms (each a "Renewal Term") unless either party notifies the other party of its intention to terminate the Contract sixty (60) days prior to the end of the Term. The Initial Term and Renewal Terms are collectively referred to in this Contract as the "Term."

2. Terminating the Contract.

Either party may terminate the Contract at any time by giving sixty (60) days written notice to the other party of the intent to terminate. Upon such termination of this CONTRACT, Scenic Bluffs shall have no further obligation or responsibility under this CONTRACT relating to the services described herein, and the County shall be deemed to have released Scenic Bluffs from any such further obligations or responsibilities without the need for further action on the part of Scenic Bluffs.

3. Services

a. Responsibilities of Sauk County

- i. Maintain 1.6 FTE employees allocated for administration of the Dental Program, for performance of administrative functions of Dental Program with seventeen school districts consistent with this agreement only; specific agreed upon job duties and responsibilities to be performed by the Employees are included as Attachment A of this document. Attachment A can be revised and replaced at any time with the mutual agreement of both Scenic Bluffs and the County, as executed by a newly signed and dated Attachment A.
- ii. Employees currently employed in the position (specified above) shall, to the extent

- reasonably possible, be retained as employees by the County for the Dental Program;
- iii. If either of the Employees separate employment under any circumstances, or if either provides notice of his or her intention to separate employment, at any time prior to the commencement of the Initial Term or the completion of the then current Term, the County shall notify Scenic Bluffs without delay;
 - iv. If any vacancy in the employment positions of the Employees occurs prior to the Term or at any time during the Term, Scenic Bluffs and the County shall, without delay, meet and confer the options to rectify the vacancy;
 - v. If either current Sauk County employee leaves the County's employment or transfers to a different position in the County, Scenic Bluffs shall have the option to replace that County employee with their own staff. Sauk County shall give notice of an opening in the County positions seven business days prior to posting the job, within 5 business days of notification from the County, Scenic Bluffs shall inform the County if they are electing to fill the position with their own staff.
 - vi. The County shall maintain personnel policies and procedures for the Employees, and it shall comply with all federal, state and local laws pertaining to employment regulations as they may relate to this Contract;
 - vii. The County shall compensate Employees and shall notify Scenic Bluffs on whether said compensation is on an exempt or non-exempt basis, and the applicable rate of compensation. If at any time the rate or manner of compensation changes, the County shall notify Scenic Bluffs of any such change.
 - viii. The County shall offer benefits to the Employees of the nature and in the same manner as benefits are customarily offered to other County employees working similar hours.
 - ix. The County shall prepare a monthly invoice of actual personnel costs for each Employee, including their gross wages (including overtime wages, if any), employer portions of health premiums (if any), employer contributions for Medicare/Social Security, Unemployment, ETF contributions, etc. The aggregate amount calculated will then be multiplied by 110% in order to allow the County a reasonable reimbursement for overhead cost associated with maintaining the employment of the Employees. The final amount calculated shall be submitted via a monthly invoice to Scenic Bluffs via e-mail to AP@scenicbluffs.org.

b. Responsibilities of Scenic Bluffs

- i. Upon Scenic Bluffs' receipt of monthly invoices for personnel invoices, said invoices shall be paid to the County within 30 days.
- ii. Reimbursement from Scenic Bluffs shall be paid to the County via check sent through regular Postal Service mail.
- iii. Scenic Bluffs shall not be restricted from directly hiring the Employees at any time during the Term of the Contract between Scenic Bluffs and the County.
- iv. Duties and responsibilities to be performed by Scenic Bluffs for the provision of the Dental Program are included as attachment A of this document. This attachment A can be revised and replaced at any time with the mutual agreement of both Scenic Bluffs and the County, as executed by a newly signed and dated attachment A.

Commented [JW1]: Do we want to get paid by check?

4. Expenses and Materials.

Except as specified in this Contract, Scenic Bluffs shall be responsible for all expenses incurred while performing services under this Contract, including the furnishing of all materials, equipment, and supplies used to provide the services required by this Contract.

Throughout the Term of this Contract, the Employees shall be entitled to use of a County-owned and insured vehicle for use in the performance of their duties for the Dental Program. Scenic Bluffs will reimburse the County for all fuel expenses related to Dental Program activities and regularly required Oil and filter changes. This reimbursement will be included as part of the monthly invoice for reimbursement as defined in Section 3a(ix) above.

5. Insurance.

Throughout the term of this Contract, the County shall maintain the minimum insurance coverage set forth below. All coverage shall be underwritten by companies authorized to do business in the State of Wisconsin. The insurance coverages shall include: (a) Worker's Compensation Insurance for the Employees in the amount required by statute, (b) general liability insurance with limits of not less than \$1,000,000 per occurrence for personal injury and a General Aggregate Limit of not less than \$2,000,000, and (c) business automobile liability insurance covering all owned, non-owned, or hired automobiles, with limits of not less than \$1,000,000 per accident (occurrence) bodily injury and property damage. The County agrees to have Scenic Bluffs named as an additional insured on its general liability and business automobile liability policies. Scenic Bluffs shall maintain or cause to be maintained: (a) Worker's Compensation Insurance for the Employees in the amount required by statute, (b) general liability insurance with limits of not less than \$1,000,000 per occurrence for personal injury and a General Aggregate Limit of not less than \$2,000,000, and (c) business automobile liability insurance covering all owned, non-owned, or hired automobiles, with limits of not less than \$1,000,000 per accident (occurrence) bodily injury and property damage (d) professional liability insurance pertaining to the services of the Dental Program with professional liability insurance limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. Scenic Bluffs agrees to have County named as an additional insured on its general liability and business automobile liability policies. Evidence of professional liability insurance shall be provided to the County upon request.

6. The County will not be liable under this Paragraph for any amount in excess of its insurance limits, as defined in Paragraph 5, above."

7. Exclusive Agreement.

This Contract contains the entire agreement of the parties hereto relating to the matters provided for herein and supersede any prior written or oral agreements between them concerning the same. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to such matters, which are not fully expressed herein.

8. Notices.

Legal notices under this Contract shall be given in writing to the addresses listed below. Notice is effective on the date of delivery. If notice is by US mail, delivery is presumed to be completed three (3) days after the date upon which notice was mailed. Informal communication may be by e-mail, phone call, or in-person.

If to Scenic Bluffs:
Kim Hawthorne, MBA, FACHE

If to Sauk County:
Sauk County Clerk

Chief Executive Officer
Scenic Bluffs Community Health Center
238 Front Street Cashton WI 54619
Email: khawthorne@scenicbluffs.org

505 Broadway
Baraboo, WI 53913

9. Amendments

This Contract may be amended only by a written amendment signed by both Scenic Bluffs and Sauk County.

10. Severability.

If any term, provision, covenant, or condition of this Contract is unenforceable under applicable law, the rest of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SCENIC BLUFFS HEALTH CENTER, INC.

SAUK COUNTY

Dated this ____ day of _____, 2024.

Dated this ____ day of _____, 2024.

By: Kim Hawthorne, MBA, FACHE
Chief Executive Officer

By: Brent Miller
County Administrator

Attachment A

Pre-Visit Coordination

These activities assure School Team members are prepared for the School Exams and all logistics are clear prior to the School Exam days.

Activity	Timeframe	Equipment or Resources Needed	Partner Leads
1. Coordinate a school visit to determine site of School Exams, and answer any questions about the program and school visits			SCHD Employees
2. Acquire signatures on CONTRACT with school			SCHD Employees
3. Assure all appropriate clearance and security processes are completed			SCHD Employees
4. Determine visit dates with school staff and timeline for registration distribution			SCHD Employees
5. Update registration forms, intro letter, student take-home letter			SCHD Employees, Scenic Bluffs
6. Send a final pre-visit confirmation email to confirm details and gather any final questions			SCHD Employees

Student Enrollment

These activities assure that any child eligible for school-based preventive, diagnostic, and operative oral health services gets enrolled for that care.

Activity	Timeframe	Equipment or Resources Needed	Partner Leads
1. Distribute registration materials through the school			SCHD Employees
2. Secure consent for exams			SCHD Employees
3. Compile list of enrolled students – Excel for visit?			SCHD Employees
4. Enter patient information into DentaSeals			SCHD Employees
5. Enter patient information into EMR and complete schedule			SCHD Employees
6. Scan registration forms into EMR			SCHD Employees
7. Verify MA			SCHD Employees, Scenic Bluffs

School Exams Clinical

These activities assure that all the clinical operational, equipment, instruments, and personnel are prepared and in place for the School Exams.

Activity	Timeframe	Equipment or Resources Needed	Partner Leads
1. Supply inventory			SCHD Employees
2. Supply ordering			Scenic Bluffs
3. Equipment maintenance			SCHD Employees
4. Transport equipment and supplies to school sites			SCHD Employees
5. Set up at school			SCHD Employees
6. Complete school clinical services			SCHD Employees
7. Complete take home letter for student			SCHD Employees
8. Document clinical care in EMR			SCHD Employees
9. Enter data into DentaSeal			SCHD Employees

Post-Exams

These activities assure that any student needing care has that care completed.

Activity	Timeframe	Equipment or Resources Needed	Partner Leads
1. Review student list and care needs			SCHD Employees
2. Contact parents/ guardians to schedule clinic-based care			SCHD Employees
3. Submit school services to MA			Scenic Bluffs
4. Ensure all DentaSeal expenses and data is entered			SCHD Employees
5. Complete SAS invoices			Scenic Bluffs

Other ideas:

Classroom education - SCHD Employees

SAS Annual Meeting Attendance - SCHD Employees, Scenic Bluffs