

## **CONTRACT**

### **I. PARTIES**

This Contract is made and entered into this 31st day of October, 2024, by and between Sauk County, whose business address is PO Box 29, 505 Broadway Street, Baraboo, WI 53913, hereinafter referred to as Purchaser, and NORWOOD HEALTH CENTER, whose business address is 1600 North Chestnut Street, Marshfield, WI 54449, hereinafter referred to as Provider. This Contract is to be effective for the period of January 1, 2025, through December 31, 2025.

In consideration of the mutual covenants contained herein, it is hereby agreed as follows:

### **II. CONTRACT ADMINISTRATORS**

Purchaser's employee responsible for administration of this contract will be Jennifer Kleckner, whose principal business address is PO Box 29, 505 Broadway Street, Baraboo, WI 53913. Provider's employee responsible for administration of this contract will be Marissa Kornack, whose principal business address is 1600 North Chestnut, Marshfield, WI 54449. 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.

## **INPATIENT HOSPITAL UNIT**

### **III. SERVICES TO BE PROVIDED**

This Contract is subject to the terms and conditions set forth in the 2025 State-County contract for administration of Income Maintenance programs, Social and Mental Hygiene Service programs, and Community Youth and Family Aids programs. Purchaser agrees to purchase from and Provider agrees to provide to eligible clients the services as described in detail in this contract.

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 (short-term or long-term). It also includes a medically monitored detoxification program for individuals requiring such service detained under 51.45 or 51.15, as well as AODA assessment services for individuals with significant AODA needs to ensure appropriate placement into outpatient services upon discharge. 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, which should be classified under the program of that name.

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, medical procedures and tests, then Provider shall have the authority to arrange for the uncovered services. Likewise, in emergency situations, Provider will arrange to have uncovered services provided to the client.

#### IV. PAYMENT FOR SERVICE

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

##### COST OF INPATIENT SERVICES PER DAY

\$1,813 Detention

\$1,583 Voluntary/Post Probable Cause

\$764 Intensive Behavior Management Add-On

Services and physicians charges will be billed to third party by Provider. If reimbursement by third party is denied in part or full, the charge will be billed back to the Purchaser.

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

- Transportation by Norwood upon discharge--\$98/hr

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.

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 clients(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.

## **LONG TERM CARE SERVICES**

### **V. SERVICES TO BE PROVIDED**

Purchaser agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract.

1. Provider will provide long term care stabilization services to Purchaser's patients with mental health conditions to the extent those services are available from Provider and Provider deems them appropriate.
2. Provider's locked and unlocked units are licensed as nursing facilities, so those patients in need of more restrictive behavior plans (physical holds, seclusion, limitation of rights) may not be appropriate for care on these units.
3. Patients needing the services available on the units must have a Preadmission Screening and Resident Review (PASRR) completed prior to admission and be in need of specialized services. They must have a mental health diagnosis and not solely a diagnosis of a cognitive impairment or dementia.
4. Patients must be under a Chapter 51 mental health commitment or a provider approved Chapter 55 protective placement order through their county of residence in order for these services to be provided on these units.
5. If the patient is in need of a locked nursing home unit, there must be valid legal documentation allowing for placement on the locked unit prior to actual placement there.
6. The Ch. 51 commitment or Provider approved protective placement must stay in place for the duration of patient's long-term care stay on either unit, and the patient's county of residence will not change, unless first agreed to in writing by Provider's Authorized Representative.
7. If a patient violates the conditions of their Ch.51 commitment, or presents as a danger to themselves or others, the Purchaser will be notified and will immediately either violate the commitment and admit them to an inpatient psychiatric unit or make arrangements with Provider to detain the resident under chapter 51. If Purchaser's Authorized Representative is not able to immediately exercise the option, then Provider may contact Purchaser's Crisis Unit for that entity to exercise the option. If Purchaser is not able to

timely exercise the option, then Provider will exercise the option at Purchaser's expense until such time as Purchaser is able to effectively deal with the matter.

8. Each patient will have a behavior support plan (contact for treatment team at county of residence, treatment conditions, after hours contact) in place and a copy of it and their commitment order on file with Wood County Crisis.
9. Financial responsibility for a patient's care will be charged to the Purchaser, at \$350 per day, if the patient does not have Medicaid or insurance coverage. The residents, unless private pay, will not be held liable for payments.
10. Purchaser shall assign a representative/case worker to collaborate with Provider's treatment team with respect to care conferences, which will occur quarterly, at a minimum.
11. Discharge planning will be a coordinated effort between the treatment team and Purchaser. Discharge planning will begin at the time of patient's admission, with goals for the patient's overall stay communicated to the treatment team at the time of admission.
12. Services provided to Purchaser's patients may include psychiatric services, treatment by a psychologist or licensed professional counselor (LPC), medication management, support with ADLs, supervision, behavioral support, medical treatment available within Provider's facility, and end of life care through a hospice provider. Provider does not provide onsite physical, occupational or speech therapy services. Provider offers limited onsite wound care treatment. Dialysis services must be on an outpatient basis and arranged by Purchaser prior to admission.

## VI. COST OF LONG TERM CARE SERVICES

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

- a. The cost of services will be \$350 per day.
- b. If the patient has Medicaid or other accepted insurance coverage, Norwood will bill Medicaid or insurance for services. If the client does not have insurance or Medicaid, Wood County will bill Purchaser for services provided.
- c. If the patient no longer meets criteria for Medicaid or insurance billing or loses insurance or Medicaid coverage, Purchaser will be billed.
- d. The Provider will make best efforts to notify Purchaser within five business days of Provider ascertaining that a patient is deemed to not have Medicaid or insurance coverage.

Purchaser recognizes that Provider has limited beds for providing the services to Purchaser's clients as well as to Provider's own clients and those of other contracted purchasers. 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

patients from Provider's facility where they are receiving services under this agreement in order for Provider to place its patients on the unit. Therefore, the parties agree that Provider may give written notice to Purchaser's Authorized Representative via email or facsimile that one or more of Purchaser's patients must be removed from Provider's facility. The written notice to remove the patient(s) will set forth the time frame that applies, but in no event, except in the event a patient violates the conditions of their Ch. 51 commitment or requires a Ch. 51 detention, will the time frame be sooner than 30-days from the date of the notice.

For any patient that Purchaser fails to remove from Provider's facility after the end of the time set forth in Provider's notice, Purchaser agrees to pay \$1,000 per day, in addition to the rate of pay set forth above, as liquidated damages for each day or part thereof that Purchaser's patient holds-over at Provider's facility.

## **VII. BILLING AND COLLECTION PROCEDURES**

Provider agrees to invoice Purchaser by the end of each month for services provided during the previous month. Payment shall be submitted to: NORWOOD HEALTH CENTER, Attn: Accounts Receivable, 1600 Chestnut Avenue, Marshfield, WI 54449.

Each month, Provider will bill Purchaser for all clients that are the Purchaser's responsibility, regardless of payer type. The services will be at the rates set forth herein, but will include information about a third party payer, and if that third party payer has been billed by Provider. Purchaser will have the choice to pay the invoice immediately or wait until contract year-end. If no payment is received from the third party payer by the end of the year in which the client's stay occurred, Purchaser will then pay the invoice to the Provider at the contracted rate. If Purchaser pays one of the invoices that has a third party payer, and Provider then receives payment from that third party payer, Provider will refund Purchaser that payment already made.

Purchaser will reimburse Provider within forty-five (45) days of receipt of invoice for those county clients with no anticipated third party payer. Reimbursement on clients with a third party payer will occur by January 31, 2026.

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.

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.

The Provider shall charge a uniform schedule of fees as defined in s. 46.03(18), Wis. Stats., unless waived by the Purchaser with written approval of the Department of Health Services.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the contracted amount.

As set forth above, Provider will bill Purchaser monthly for services rendered and Purchaser will pay said invoices in full within 45 days of receipt thereof, except where previously stated in Section VI. Provider will agree to bill the recipient of the services and third parties for the services as deemed appropriate by Provider. Although Provider may, at its discretion, use more extensive billing and collection procedures, Provider shall not be obligated to institute suit to collect sums due nor to undertake any other collection procedure with respect to third party payment sources or the client. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.

#### VIII. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this Contract from Provider will be determined by Purchaser and agreed upon by the official staff of Provider and will be considered as clients responsible to the 51.42 Board. Any others admitted without full authorization by the Purchaser will be considered responsible for their own payment of care. An individual is entitled to the right of an administrative hearing concerning eligibility and the Purchaser shall inform individuals of this right.

#### IX. INDEMNITY AND INSURANCE

- A. The Provider agrees that it will, at all times during the existence of this Contract, indemnify the Purchaser against any and all loss, damages, and costs or expenses which the 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 the Provider's negligent acts or omissions while any eligible client is participating in or receiving the care and services to be furnished by the Provider under this Contract; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.
- B. The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the term of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department with liability coverage provided for therein of \$1,000,000 arising from any one incident. Upon the execution of this Contract, the Provider will furnish the Purchaser with written verification of the existence of such

insurance. Provider shall also have a \$1,000,000 umbrella policy and carry worker compensation insurance in the required statutory amounts.

In the event of any action, suit, or proceedings against the Purchaser for any matter herein indemnified against, the Purchaser shall, within 5 working days, cause notice in writing thereof to be given to the Provider by certified mail, addressed to its post office address.

X. CIVIL RIGHTS COMPLIANCE

- A. The Provider agrees to submit to the Purchaser a 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 Health Service Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Omnibus Budget Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. 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 two (2) year period.
- B. The Provider agrees to the following provisions:
  - 1. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities.
  - 2. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, ancestry, disability [as defined in Section 504 and the American with Disabilities Act (ADA)], physical condition, developmental disability [as defined in s. 51.05(5)], arrest or conviction record [in keeping with s. 111.32], sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
  - 3. 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.

4. The Provider agrees that through its normal selection of staff, it will employ staff with special language skills or find persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired clients; provide aids, assistive devices, and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; train staff in human relations techniques, sensitivity to persons with disabilities, and sensitivity to cultural patterns; and make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or taped information for the visually impaired. Information materials will be posted and/or available in languages and formats appropriate for the needs of the client population.
- C. The Purchaser will take consecutive steps to ensure compliance of the Provider with the provisions of this subsection. The Provider agrees to comply with Civil Rights monitoring reviews performed by the Purchaser, 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.

## **XII. CONTRACT REVISIONS AND/OR TERMINATIONS**

Any failure of Provider to comply with any part of this Contract may be considered cause for revision, suspension, or termination by Purchaser.

Any revision of this Contract must be in writing as agreed by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.

Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.

If Purchaser finds it necessary to terminate the Contract prior to the Contract expiration date for reasons other than non-performance by the Provider, Purchaser shall pay the actual costs incurred by the Provider.

A 30-day written notice by either Party can terminate this contractual agreement.

## **XIII. RESOLUTION OF DISPUTES**

Either Party may appeal decisions of the other Party in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

## **XIV. RECORDS**



Provider shall maintain such records and financial statements as required by State and Federal laws, rules, and regulations.

Provider will allow inspection of records and programs insofar as it is permitted by State and Federal Law, by representatives of Purchaser, the Department of Health Services and its authorized agents, and federal agencies, in order to confirm Provider's compliance with the specifications of this Contract.

The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian or as otherwise provided by law.

#### XV. REPORTING

- A. The Provider shall comply with the reasonable reporting requirements of the Purchaser.
- B. If the Provider subcontracts any part of this contract, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such subcontracting to the Purchaser for approval.

#### XVI. PROVIDER RESPONSIBILITIES

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

- A. Cooperate with Purchaser in establishing costs for reimbursement purposes.
- B. Maintain a uniform, double-entry accounting system and management information system compatible with cost accounting and control systems.
- C. Transfer a client from one category of care or service to another ONLY with the approval of Purchaser, except when an acute emergency requires immediate action. In such cases, Provider will contact Purchaser expeditiously to report emergency and changed client status.

#### XVII. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of the same affecting relevant funding or authority of the parties shall serve to terminate this Contract, except as further agreed to by the parties hereto.

- B. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.
- C. The Purchaser shall ensure the Provider meets applicable state certification and licensure requirements.
- D. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- E. Purchaser shall be notified, in writing, of all complaints filed in writing against Provider by Purchaser's client. Provider shall inform Purchaser, in writing, with their understanding of the resolution of the complaint.
- F. The Provider agrees to comply with the Caregiver Background Law Wisconsin Administrative Code HFS 12 and HFS 13 with respect to the Provider's employees, subcontractors, agents, and assigns. Provider will conduct background checks, at its expense when necessary, and will refrain from employing or assigning any individual who does not meet the requirements of this law. Records relating to the background check will be filed in the Provider's main records area or other designated area to be reasonably accessible to the Purchaser.
- G. Purchaser shall receive from Provider a copy of the most recent licensing or certification report concerning Provider upon request.
- H. Provider must be HIPAA compliant if this is required by law. If at a future date the need for a separate Business Associate Agreement is required, initiation of the Agreement will be done at that time.

#### XVIII. ACCESS TO AGENCY RECORDS

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the agency's records and financial statements necessary to review Provider's compliance with contract requirements

#### XIX. AUDIT REQUIREMENTS

- A. The Provider shall submit an annual program or agency-wide audit to the Purchaser if the total amount of annual funding provided by the Purchaser through this and other contracts is \$100,000 or more.
- B. 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:

1. 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
  2. The Provider Agency Audit Guide, 2022 revision, for all other providers.
- C. Source of funding: This Contract is funded by County tax levy funds and/or community aids funding.
- D. Reporting Package: The Provider shall submit to the Purchaser a reporting package that includes:
1. All audit schedules and reports required for the type of audit applicable to the agency;
  2. A summary schedule of prior year findings and the status of addressing these findings;
  3. A Management Letter (or similar document conveying auditor's comments issued as a result of the audit); and
  4. Management responses/corrective action plan for each audit issue identified in the audit.
- E. Additional supplement schedule: In addition to the supplement schedules listed above, the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. Submitting the reporting package: The Provider shall submit the required reporting package to the Purchaser within 180 days of the end of the Provider's fiscal year.
- G. Access to auditor's work papers: When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports and other materials generated during the audit to appropriate representatives of the Provider. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

## XX. SIGNATURES

- A. This Contract is agreed upon and approved by the authorized representatives of Sauk County and Norwood Health Center as indicated below.
- B. This Contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

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

XXI. In addition to the above, the parties agree to the provisions set forth in Exhibits 1-4.

NORWOOD HEALTH CENTER (Provider)

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

Its: Administrator  
Title

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

SAUK COUNTY (Purchaser)

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

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

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

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

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

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

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_ Date \_\_\_\_\_  
Administrator

For: Norwood Health Center  
Provider Agency

## EXHIBIT 1

### **Caregiver Background and Criminal History Check**

The Provider agrees to comply with 1997 Wisconsin Act 27 which requires background and criminal history checks of personnel who are responsible for care, safety, and security of children and adults in the provision of regulated program services. This includes those persons who have regular access to people who receive services.

A caregiving entity as defined in Act 27 is a facility, organization or service that is regulated, licensed or certified by the State Department. The Provider agrees to complete, at its own expense, the required background and criminal history checks as a provision of contracting for the delivery of services to the clients of the Purchaser.

A completed background check as prescribed under Wisconsin's law includes:

- A completed self-disclosure Background Information Disclosure form;
- An electronic status check of professional licenses and credentials through the Department of Regulation and Licensing;
- An electronic criminal history search from the Wisconsin Department of Justice; and
- An electronic review of records kept by the State Department for any substantiated findings of abuse or neglect and license restrictions or denials.

The Provider also agrees to refrain from employing or assigning any individual who does not meet the requirements of this law.

## EXHIBIT 2

Provider shall make all possible efforts to include Purchaser in pre-released planning and staffings before release of any client for whom the Provider is providing contracted services.

Where efforts have been made and it is not possible for Purchaser to be included in pre-release planning, Purchaser must be notified verbally or in writing within twenty-four (24) hours of discharge of the client from the Provider's facility.

A discharge summary containing a synopsis of treatment given, progress, and reasons for discharge shall be provided to the Purchaser within thirty (30) days following discharge.

### EXHIBIT 3

#### **QUALIFIED SERVICE ORGANIZATION AGREEMENT EXHIBIT**

The Provider and the Purchaser hereby enter into a qualified service organization agreement, whereby the Provider agrees to provide AODA Incapacitation Hold/Detoxification Services.

Furthermore, the Provider:

(1) acknowledge that in receiving, storing, processing, or otherwise dealing with any client information, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and

(2) undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly is provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.



## Exhibit 4

### STANDARD CLAUSES

#### MOU with Norwood Health Center

1. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.
2. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a members of the same professions, currently practicing, under similar circumstances.
3. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.
4. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
5. **Termination, Breach of Contract.** In the event of a breach of this contract by Provider, Purchaser may, in its sole discretion, declare this contract to be terminated. Upon such termination, the Purchaser shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.
6. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
7. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members. to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
8. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.
9. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.
10. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
11. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Purchaser of any immunity, liability limitation or other protection available to the Purchaser under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Purchaser shall apply unless the Purchaser elects otherwise.
12. **Open Records Law Compliance.** Provider understands and agrees that, because Purchaser is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Provider and/or the Employer. Provider agrees to fully comply with such laws, and to cooperate with Purchaser in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Purchaser or others upon the request of Employer. Compliance and cooperation of Provider shall be at its sole cost and expense.
13. **Relationship of Parties.,** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Purchaser and Provider. This contract does not create an employee/Purchaser relationship between the parties. It is the parties' intention that the Provider will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Provider and the Employer, and the Purchase will not be liable for any obligation incurred by Provider including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Purchaser is not entitled to receive any benefits from Purchaser or to participate in any Purchaser benefit plan.

14. **Competence, Solvency.** Provider warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Provider represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Provider shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

15. **Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

16. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.