

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**Healthfirst Network, Inc.**  
**AND**  
**Sauk County Health Department**

The intent of this Agreement is to collaborate between Sauk County Health Department (SCHD) and Healthfirst Network, Inc. for the purpose of providing Interferon-Gamma Release Assay tests (IGRA) for clients without insurance and demonstrated financial need.

**HEALTHFIRST NETWORK, INC. agrees to:**

1. Provide TB testing (IGRA) to eligible patients. See attachment B of the WI DHS TB Dispensary contract for eligibility.
2. HEALTHFIRST NETWORK, INC. will bill only SCHD and will accept the current Medicaid rate for payment for IGRA testing; costs exceeding the maximum reimbursement rate allowed by the TB program will not be the responsibility of SCHD, the State of Wisconsin TB Program, or the patient.

**SCHD agrees to:**

1. Help to identify patients who are uninsured, underinsured, and not eligible for Medicaid or TB only Medicaid and also demonstrate financial need.
2. SCHD will reimburse HEALTHFIRST NETWORK, INC. for IGRA testing at current Medicaid rate. TB Program rates may change subject to Medicaid rates throughout the year.

**Legal Terms**

1. Patient Privacy and Data Handling. This Subsection applies to the extent that either party is provided by the other party, or collects under this MOU, any of the following: "protected health information" as defined by 45 CFR § 160.103 and Wis. Stat. § 146.816; "registration records" or "treatment records" as defined in Wis. Stats. § 51.30; or "patient health care records" as defined in Wis. Stats. § 146.81 (collectively, "Patient Records"). HMO represents that (1) HMO is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), .Q!..(2) HMO is not a "covered entity," but has entered into and acts as a Business Associate of the Wisconsin Department of Health Services ("WIDHS"), and under HMO's contract with WIDHS, HMO has the authority to exchange information with Provider under that contract and HIPAA. Both parties, and any of their respective subcontractors, will comply with all applicable state and federal medical privacy laws,

including but not limited to HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82, when applicable. Both parties further covenant and agree that each will enter into a Business Associate Agreement as required by HJPAA with any subcontractor with access to Patient Records under this MOU and will provide a copy of relevant portions such subcontract to the other party upon reasonable request.

2. Indemnification. Each Party shall indemnify, hold harmless and defend the other Party, its officers, directors, shareholders, members, employees, representatives, agents and subcontractors from and against any and all liability, loss, damage, claim, causes of action and expenses (including reasonable attorneys' fees) (collectively, "Claims"), to the extent not covered by insurance and only in proportion to and to the extent, caused or asserted to have been caused, directly or indirectly, by or as a result of the indemnifying Party's breach of the terms of this Agreement, or the performance of any intentional acts, negligent acts or omissions by the indemnifying Party in connection with this Agreement. Each Party shall promptly notify the other Party in writing of any threatened or actual Claim for which such Party seeks indemnification under this provision, and such Party shall cooperate with the indemnifying Party to facilitate the defense and/or settlement thereof.

3. Entire Agreement. The MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties, and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this MOU shall be in writing and executed by the parties.

4. Severability. If any term of this MOU is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Provider. If such invalid and unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by Provider cannot be created, the party materially and adversely impacted shall be allowed to terminate the MOU.

5. Effect of Regulations. Should any local, state, or national regulatory authority having jurisdiction over either party enter a valid and enforceable order upon it which has the effect of changing or superseding any term or condition of the MOU, such order shall be complied with, but only so long as such order remains in effect and only to the extent necessary under the law. In such event, the MOU shall remain in effect and be modified or terminated in the manner provided for by the section entitled "Severability."

6. Remedies and No Waiver. Nothing in this MOU shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which Provider is entitled under common law, or federal, state, or local law; waiver of any of

the foregoing may only be accomplished in writing by an individual with the authority to bind Provider.

7. Survival. All section which by its/their meaning is/are implied to survive termination, including but not limited to the section on public records, shall continue in force and effect following the termination or expiration of this MOU.
8. Assignability. Neither party shall assign any interest in this MOU and nor transfer any interest in the same in any manner without the written consent of the other Party.
9. Choice of Law and Venue. This MOU shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this MOU that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.
10. Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the parties at the addresses indicated on the signature page of this MOU.
11. Nondiscrimination. It is Provider's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of the categories of Section 1557 of the Patient Protection and Affordable Care Act (42 USC 18116). Neither party nor its subcontractors may discriminate against any member of the class of individuals in Section 1557, and such contractors must insert this clause into any subcontractors' contract.

**The parties mutually agree:**

Any communication, data reporting or other disclosure of information under this agreement shall be done consistent with all applicable state and federal laws including, but not limited to, the security and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA).

This Agreement shall be effective on the date of the last to sign of the parties as set forth below and remain in effect for a period of three years. Either party may terminate this Agreement upon thirty (30) days written notice delivered in person, by courier, or by United States mail, postage prepaid and certified.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

HEALTHFIRST NETWORK, INC.	SCHD
Agency Name: Healthfirst Network	Agency Name: Sauk County
Authorizing Signature: <i>Dr. Jessica Scharfenberg</i>	Authorizing Signature:
Authorized Signor Name: Jessica Scharfenberg	Authorized Signor Name:
Title: CEO	Title:
Date: 06/23/2025	Date: