MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

2026 FEE-FOR-SERVICE AGREEMENT

for Fee-For-Service Providers

Effective
January 1, 2026 – December 31, 2026

MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

2026 FEE-FOR-SERVICE AGREEMENT

Internal Agreement No.: _____

Service Area: _____

Federal I.D. No.: _____

Funding Source: _____

1. Agreement Summary

a. This Agreement between Milwaukee County (County), a Wisconsin municipal body corporate represented by the Milwaukee County Department of Health and Human Services (DHHS), **DHHS Service Area**, (Purchaser) and **Provider Name** (Provider), collectively the Parties to this Agreement.

b. Provider shall comply with Provider Obligations per DHHS Policy 005, Contractor/Provider Obligations. The policy can be found at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal

c. Provider will provide the services as fully detailed in Attachment A – Scope of Work at the rates set forth in same attachment and/or in the attachment D Financial Terms.

d. The initial term of this Agreement is from January 1, 2026, through December 31, 2026. It may be renewed by written notification from Purchaser to Provider via email or USPS, no later than ten days prior to the expiration of the then current term.

e. The total amount paid by Purchaser to Provider under this Agreement shall not exceed $_____.

f. Contact Information

Purchaser Contact Information:	Provider Contact Information:
DHHS Contract Administrator	Contact:
1230 W. Cherry Street Floor 3	Address
Milwaukee, WI 53205	
dhhsca@milwaukeecountywi.gov	Email address

g. Signatures. It is expressly understood and agreed that the parties' obligations above and hereunder are subject to County, state approval and federal concurrences with this Agreement. In witness whereof, the Parties to this Agreement have caused this instrument to be executed by their respective proper officers effective as of the day and year first above written.

FOR: MILWAUKEE COUNTY

_____

Shakita LaGrant, Director Date
Milwaukee County
Department of Health and Human Services

FOR: PROVIDER

_____

(Signature) Date

_____

(Please print name of person signing)

[Signatures Continue on Following Page]

Service Area Approval

Administrator Date
Service Area
Department of Health and Human Services

Approved with Regard to MCGO Ch. 42

Director Date
Office of Economic Inclusion

Comptroller Approval as to Funds Available Wis. Stat. § 59.255(2)(e)

Comptroller Date

Corp. Counsel Approved for Execution

Corporation Counsel Date

Risk Management Approval

Risk Management Date

County Executive Approval

County Executive Representative Date
Office of the County Executive

Corporation Counsel Approved as Compliant under Wis. Stat. § 59.42(2)(b)5.

Corporation Counsel Date

2. Definitions

a. **Business associate:** A person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a covered entity this includes the provider, subcontractors, and agents of the Provider that use or have access to protected health information under this Agreement.

b. **Care and services:** Units of service or outcomes purchased by the Purchaser for the benefit of a Service Recipient or group of Service Recipients in accordance with the purchaser's service plan for the Service Recipient(s). This definition does not include purchases of goods or administrative or technical services for the benefit of the purchaser.

c. **Code of Federal Regulations (CFR):** The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

d. **DHS:** The Wisconsin Department of Health Services.

e. **GEARS:** DHS Grant Enrollment, Application and Reporting System: A system for financial entry of executed contracts and reimbursement of allowable expenditures to local agencies.

f. **Pass-through Entity:** A non-federal entity such as the State of Wisconsin that receives a federal grant award and provides a subaward to a subrecipient to carry out part of the federal program associated to that grant award.

g. **Provider Staff:** All personnel paid by Provider to render services under this Agreement including direct service providers, indirect staff, Agreement staff, independent service provider, and volunteers.

h. **Purchaser:** The Milwaukee County Department of Health and Human Services (DHHS) is the Purchaser under this Agreement.

i. **Subrecipient:** A non-federal entity such as a county human services department that receives a subaward from a pass-through entity to carry out part of a federal program.

j. **Uniform Guidance:** Guidance issued by the federal Office of Management and Budget (OMB) that sets uniform guidelines for administration, cost principles and audit requirements for federal awards.

Additional Disclosures Pertaining to Grant Agreements. Refer to Attachment A for details.

3. Audit Requirements.

a. If Provider receives more than $100,000 in DHS-related funding, excluding Medicaid and Medicaid Home and Community Based Services, regardless of it being received through different contracts or from different Purchasers, Provider shall submit to Purchaser an Agency-wide Audit for Calendar Year 2026. Provider may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit.

b. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wis. Stat. § 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason. The audit shall comply with the DHS Audit Guide available at: http://www.dhs.wisconsin.gov/library/collection/p-0714.

c. Provider having just Children's Long Term Support Service (CLTS) and/or Comprehensive Community Services (CCS) funding are exempt from above audit requirements. Providers being liable for audit for other funding also having CLTS and CCS funding do not need to provide revenue expense or other supplemental schedules relating to CLTS and CCS funding along with their audit.

d. Purchaser may waive audits for certain Providers.

e. If Provider receives $1,000,000 or more in federal funds, either directly or indirectly, Provider shall submit to Purchaser a certified audit report for Calendar Year 2026 performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at http://www.whitehouse.gov/omb/grants_docs) or per 48 CFR part 31, if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular.

f. Provider shall email any required audits to **dhhsca@milwaukeecountywi.gov** with the subject line **"Agency Name 2026 Audit Report"** to Purchaser on or before **June 30, 2027** (unless Purchaser agrees to an extension).

(i) Provider reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Provider's fiscal year audit, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2026 through December 31, 2026, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by June 30, 2027.

g. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be emailed to DHHSCA@milwaukeecountywi.gov, no later than five months after the end of the Provider's fiscal year.

h. In addition to all other requirements, all audits submitted by Provider must be conducted in compliance with DHHS Policy 006, Audit Requirements, available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal

i. Fiscal reviews and any related recovery from Independent Audit reports can be completed within four years from the date audit report submitted or the due date of Audit report, whichever is later or referenced elsewhere in the Agreement.

j. If Provider fails to comply with the audit requirements of this section, or fails to provide required audit reports to Purchaser within the specified time Purchaser may:

(i) Arrange for an independent audit of the Provider and charge the cost of such audit to the Provider;

(ii) Charge Provider for all loss of federal or state aid or for penalties assessed to the purchaser as a result of the provider's non-compliance.

(iii) Disallow the cost of the audit that did not meet the applicable standards;

(iv) Withhold or recover a sum of $1,500.00 from payments due to the Provider from County as liquidated damages for not complying with Audit Requirements; and/or

(v) Withhold payment, cancel the Agreement, or take other actions deemed by the purchaser to be necessary to protect Purchaser's interests.

k. Provider consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Provider to Purchaser or the Wisconsin Medicaid program as a result of an investigation or audit conducted by Purchaser or its agents, the Milwaukee County Audit Services Division, the Wisconsin DHS, the Department of Justice Medicaid Fraud Control Unit, the Federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these.

l. Purchaser reserves the right to submit findings resulting from quality or fiscal reviews to appropriate federal, state or local agencies and licensing/credentialing entities.

m. If this Agreement is terminated without audit, Purchaser retains the right to disallow any expense and recover an appropriate amount for five years after the date of termination.

n. Amounts payable to the Purchaser under any of the provisions of this Agreement shall constitute a debt owed by Provider to the Purchaser and shall be recovered from Provider and its successor or assignees by setoff or other action as provided by law.

o. Inspection and access to requested records shall be permitted without formal notice at any times that care and services are normally being furnished. Failure or inability to provide requested records within the timeframe specified may result in audit findings or imposition of other forfeitures or sanctions, or the take taking of other actions consistent with DHHS Policy 005, Provider Obligations, up to and including termination of Agreement. The Policy is available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

p. Purchaser agrees that Purchaser or Purchaser's representatives including the Milwaukee County Department of Health and Human Services and the Milwaukee County Audit Services Division as well as state and federal officials, have the right to review board-approved by-laws, minutes, policies and procedures, email communications or other electronic communication media, records and/or logs, current and former Service Provider files, and employment records, Service Recipient attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other

electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Purchaser reserves the right to interview current Service Providers. Such reviews may be conducted for a period of up to seven years or as required by DHHS Policy 005, Contractor/Provider Obligations following the latter of Agreement termination, or receipt of audit report, if required.

q. Provider shall, within the requested time period, furnish to Purchaser, at no cost to Purchaser, any and all information requested by Purchaser relating to the quality, quantity, staffing, and cost of services covered by this Agreement.

r. Provider shall allow authorized representatives of Purchaser, the Milwaukee County Audit Services Division, and Purchaser's funding sources to have access to all records necessary to confirm Provider's compliance with law and the specifications of this Agreement and any current relevant policies and procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services.

s. All the provision of this section, Audit Requirements, shall survive the termination of this Agreement regardless of the reason.

4. Caregiver Background Checks.

k. Purchaser and Provider agree that the protection of Service Recipients served under this Agreement is paramount to the intent of this Agreement and that Caregiver Background Checks are an essential part of that protection.

l. Prior to the provision of Care and services, and dated no more than 90 days prior to requesting to add Provider Staff to this Agreement, Provider shall conduct background checks at its own expense on Provider Staff who have regular, direct contact with Service Recipients or the personal property of the Service Recipients. Background checks obtained from other entities are not transferable. Provider shall **submit and retain** in its personnel files copies of: 1) a Background Information Disclosure (BID) Form DHS F-82064 (current version); 2) a Wisconsin Criminal History Records Request (Form DJ-LE-250) from the Department of Justice Crime Information Bureau (CIB) indicating a "no record found" response or a criminal record transcript, 3) a Department of Health Services (DHS) letter that reports the status of a person's administrative findings or license restrictions; and 4) a search of out-of-state records, tribal court proceedings and military records if indicated based on Section DHS 12 of the Wisconsin Administrative Code. This includes obtaining a background check from any other state in which the individual has resided during the previous three (3) years, either by obtaining the record from the other state, National Check (Nation-wide Proprietary Search Service), or by obtaining an FBI fingerprint check.

m. Provider shall perform background checks and otherwise comply with all relevant provisions of:

(i) Chapters 48 and 50 of the Wisconsin Statutes;

(ii) Chapters DCF 12 and DHS 12 of the Wisconsin Administrative Code; and

(iii) Milwaukee County DHHS Policy 001, Caregiver Background Checks (https://county.milwaukee.gov/EN/DHHS/Provider-Portal). Provider is liable for any failure to comply with required Caregiver Background Checks.

n. Failure to comply may result in corrective action or further sanctions as deemed appropriate by DHHS.

5. Civil Rights Compliance Plan and Affirmative Action

a. No eligible Service Recipient shall be unlawfully denied services or be subjected to discrimination because of race, religion, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, handicap, physical condition, developmental disability, arrest or conviction record, military/veteran status or military participation.

b. Provider agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, handicap, physical condition, developmental disability, arrest or conviction record, military/veteran status or military participation.

c. Consistent with the requirements of the U.S. Department of Health and Human Services, the State of Wisconsin Department of Workforce Development (DWD) and the Department of Health Services (DHS):

    (i) ALL Providers (regardless of the dollar amount of the Agreement or number of employees) shall submit to Purchaser at Milwaukee County Office of the Comptroller, Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, WI 53203, a civil rights compliance Letter of Assurance, within 30 days of executing this Agreement.

    (ii) Providers with 50 Employees AND any combination of funding in the amount of $50,000 or more from County and/or the State are also required to complete a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plan prior to execution of this agreement and submit it to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Office of the Comptroller, Division of Audit, 633 W. Wisconsin Avenue, Suite 904 Milwaukee, WI 53203 [Telephone No.: (414) 278-4292]. within 120 day of Agreement award. Such Provider shall require their lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

d. In accordance with Section 56.17 of the Milwaukee County General Ordinances, Nondiscriminatory Contracts, and Title 41 of the Code of Federal Regulations, Chapter 60, Provider represents and warrants to Milwaukee County that its Equal Employment Opportunity Certificate for Milwaukee County Contracts is true and correct and agrees that the terms of its certification are hereby incorporated by reference into any Agreement awarded.

e. Failure of a Provider or applicant to comply with any provision of the regulations in this part shall be grounds for the imposition of any or all authorized sanctions.

f. DHHS will take constructive steps to ensure compliance of the Provider with the provisions of this subsection. Provider agrees to comply with Civil Rights monitoring reviews performed by DHHS including the examination of records and relevant files maintained by Provider. Provider further agrees to cooperate with DHHS in developing, implementing, and monitoring corrective action plans that result from any reviews.

g. Provider agrees that it will comply with all relevant state and federal equal opportunity and affirmative action regulations.

h. Completion forms, instructions, sample policies and plans are posted on the State website at: http://www.dhs.wisconsin.gov/civil-rights/Index.HTM.

6. Service Recipient Rights and Grievances

a. Provider agrees that it is of critical importance that the requirements for Service Recipient rights and grievance procedures are clear.
b. Providers that provide direct care services shall have a formal written grievance procedure available for review by the Purchaser and is approved by the licensing or certifying authority (if applicable).
c. Provider shall, no later than the time-of-Service Recipient admission, provide oral and written notification to each Service Recipient of their rights and the grievance procedure.
d. Provider must post the written Service Recipient rights and grievance procedures in an area readily available to Service Recipients and Provider Staff.
e. The grievance procedure must follow the requirements in Chapter DHS 94, sub. III of the Wisconsin Administrative Code.
f. Service Recipient rights and grievance procedures for Service Recipients with mental illness, a developmental disability, alcohol abuse or dependency, or other drug abuse or dependency, must comply with the requirements in Section 51.61 of the Wisconsin Statutes and Chapter DHS 94 of the Wisconsin Administrative Code. See Attachment J.
g. Provider shall have a policy of non-retaliation for Service Recipient grievances and provide the option of filing grievances anonymously.
h. Provider must have an identified Service Recipient Rights Specialist and backup who have State Certification. Provider Agency must notify the County prior to or within one business day of any change in the Service Recipient Right Specialist (long-term absence, leaving the position, or filling the position).
i. Service Recipient Rights Specialist must participation in quarterly Service Recipient Rights Forum with DHHS or BHS.
j. Provider Agency must have a Service Recipient Rights Poster hung in a Service Recipient facing/common area at each location that identifies who the Provider Service Recipient Rights Specialist is and includes their contact information.
k. Provider must provide an initial response and acknowledgement letter to complainant within ten business days (or sooner if required by specific program/service requirements) of receiving the complaint.
l. The grievance must be documented and reported to DHHS within ten business days (or sooner if required by specific program/service requirements) of receiving the complaint.
    (iii) **Critical Incidents:** To ensure timely and accurate documentation and notification of Critical Incidents (CI) involving Service Recipients, Provider must document and report CIs to Purchaser within 24 hours of becoming aware of the critical incident to confirm that necessary actions are taken in an attempt to ensure the health, safety and welfare of Service Recipients and Providers. Refer to DHHS Policy 010, Critical Incident Policy (policy can be found at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal).
m. Provider must complete its investigation, determining the investigation outcome (i.e. substantiated or unsubstantiated) within 30 days from the date the grievance was received.
n. Provider shall provide such final response/outcome report to DHHS upon request.
o. Provider shall maintain a record of complaints received, status, and final resolution, and shall work toward the positive resolution of all complaints.
p. Complaints relating to challenges to the official policies or procedures of DHHS and its divisions shall not be considered for the purposes of assessing sanctions or liquidated damages against Provider.

7. Conditions of the Parties' Obligations.

a. *Choice of Law and Venue*: This Agreement shall be governed, interpreted, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation concerning the subject matter of this Agreement shall be brought in the court of competent jurisdiction located in Milwaukee County.

b. *Material Changes in Governing Law and/or Funding*:

(iv) Both Parties agree that changes to the Agreement that might be necessary for one or both Parties to comply with material changes in laws governing this Agreement. Such changes shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Agreement that are necessary for one or both parties to comply such material changes to governing law. Both Parties have the right to terminate this Agreement upon 90 days' written notice, which notice must explain how performance under this Agreement has been rendered an impossibility due to material changes in applicable laws.

(v) Purchaser reserves the unilateral right to terminate this Agreement immediately when it appears that the funds budgeted or provided through grants for this Agreement will be reduced, exhausted, terminated, or not appropriated.

(vi) Reimbursement rates (rate per unit of service) for services under this Agreement may be changed at any time during the term of this Agreement without the need for prior notification from Purchaser. Notification of any change in reimbursement rates for services under this Agreement, will be provided to Provider via email and accomplished by amendment to Attachment D. Any required approval of such amendment is accomplished by this Agreement.

c. *Lawful Duties Supersede Agreement*: Purchaser and Provider agree that nothing in this Agreement shall be interpreted as superseding or reducing the lawful duties of each party.

d. *Public Records*: Both parties understand that Milwaukee County (Purchaser) is bound by the public records law, and as such. Provider hereby agrees that it shall be obligated to assist the Purchaser in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory sufficient request having been made. Failure to do so shall constitute a material breach of this Agreement whereupon Provider shall be obligated to indemnify Purchaser in any proceedings brought under Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by Purchaser in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of seven years after receipt of final payment under this Agreement. In the event that Purchaser receives a request to disclose any Provider information defined as "Confidential Information" or labeled as such by Provider, Purchaser will provide Provider notice of the public records request to enable Provider to justify withholding the information, with specific reference to applicable exception(s) to disclosure under Wisconsin Public Records Law or applicable case law. In the event the designation of "Confidential Information" of such Provider information is challenged by the requestor and Provider resists disclosure by Purchaser, Provider hereby agrees to provide legal counsel or other necessary assistance to Purchaser to defend the designation of confidentiality and agrees to indemnify and hold Purchaser harmless for any costs or damages arising out of Provider's agreement to withhold such information from disclosure.

e. *Notices*: Notices to Purchaser or Provider under this Agreement shall be given in writing and be sufficient if sent by mail (USPS or other courier) or email unless otherwise agreed to by both parties to the address or email, as identified on page one of the agreement, except as otherwise prescribed or prohibited by law, or as designated in Purchaser Policies and Procedures.

Notices for the following instances by Provider shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid or via a national courier with return receipt requested and/or via email with acknowledgement by the recipient to the email address provided in the Agreement within the number of days specified below:

Notice shall be provided 120 days in advance of Agreement termination.
Notice shall be provided 90 days in advance for discontinuation of agreed upon service(s).

Notice shall be provided within one business day for any of the following:	
Change in or restriction of Provider, DSP, and/or Indirect Staff license(s), including occurrence of negative findings such as license suspension, surrender, expiration, or revocation, or request of forfeiture, fines, or plan(s) of correction due to licensing violations that occur.	Any arrests, charges or convictions of DSP and/or Indirect Staff.

Notice shall be provided within two business days for any of the following:	
Inability to adhere to any other schedules or timelines as required by Purchaser policies and procedures or any other Purchaser or Provider guidelines including other published schedules. Inability to support the level of agreed upon services as contained in DHHS guidelines or Provider's proposals, budget or any other statement of work.	Inform Purchaser of any investigation, suspension and/or status change/outcome of the Provider organization, Provider staff and/or all other agency representatives by CMS, OIG, or any other governmental entity. Inform Purchaser for any change of staff role for EHR system access or deactivation within two (2) business days.

Notice shall be provided within five business days for any of the following:	
Change of Notice address or email Suspension of Provider in whole or in part Change of agency name Change of agency ownership Change of agency business or billing address(es) Change of telephone or fax number Change of Federal Employers Tax ID (FEIN) number Change of insurance carrier or insurance coverage	Inability to accept referrals and process intake or assessment of referrals within the timelines defined in Purchaser Policies and Procedures, including if Provider has wait lists Provider becoming being aware of any violation of HIPAA and/or unauthorized disclosure of PHI, PII, or ePHI. Change of agency director/CEO, senior management, or any corporate officer; (submission of staff information through the standard staff add/drop process is sufficient to meet this item).

f. *Waiver*: Waiver of any breech of this Agreement by Purchaser shall not be deemed to be a waiver of a breach of any subsequent or continuing breach of the same provision.
g. *Severability*: The provisions of this Agreement are severable, and the invalidity or lack of enforceability of any particular provision will not affect the validity or enforceability of the other provisions.
h. *Successors*: This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. However, Provider shall not assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser. Provider may not subcontract any services under this Agreement without prior written consent of Purchaser. Any Subcontract or Independent Service Provider agreement must be in writing and be of the form specified:
    (vii) For Subcontractors use the Pre-approved Subcontract Agreement containing all the provisions of this Agreement with prior approval of Purchaser before provision of any service under this Agreement.
    (viii) For Independent Service Provider use the standard Independent Service Provider Agreement developed by Purchaser.
i. *Merger*: This Agreement with all attachments, certifications, applicable policies and procedures, Purchaser's most recent Request for Proposal or Request for Information, and Provider's response as applicable constitutes the entire agreement between Purchaser and Provider regarding the subject matter hereof, and supersedes any prior agreements and negotiations, whether oral, written, or implied.

8. Confidential, Proprietary, and Personally Identifiable Information

a. In connection with performing the work described in this Agreement it may be necessary for Purchaser to disclose to Provider information that is confidential, proprietary, or which contains personally identifiable information (confidential information).
b. Provider shall not use such confidential information for any purpose other than the limited purposes set forth in the Agreement, and all related and necessary actions taken in fulfillment of the obligations therein. Neither Provider nor its employees and subcontractors may reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.
c. Provider shall hold all confidential information in confidence, and shall not disclose such confidential information to any persons other than those directors, officers, employees, and agents who have a business related need to have access to such confidential information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.
d. Contractors who provide services to Alcohol and Drug Abuse participants shall comply with the Code of Federal Regulations Title 42, Chapter One, Part 2.
e. Provider shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the confidential information while in its possession or control including transportation, whether physically or electronically. Purchaser may conduct a compliance review of Provider's security procedures to protect confidential information.
f. Provider shall ensure that all indications of confidentiality contained on or included in any item of confidential information shall be reproduced by the provider on any reproduction, modification, or translation of such confidential information.

g. Provider shall report within five business days to the Purchaser any use or disclosure of confidential information of which it becomes aware. Provider shall cooperate with Purchaser's investigation, analysis, notification, and mitigation activities, and Provider shall be responsible for all costs incurred by Purchaser for those activities.
h. Provider shall advise all their agents, employees, successors, assigns and subcontractors which are engaged by the Purchaser of the restrictions, present and continuing, set forth in the Agreement.
i. *Liquidated Damages*: Any unauthorized use or disclosure of confidential information may result in damage to Purchaser's reputation and ability to serve the public interest in its administration of programs affected by the Agreement. Given that the amount of such damages may not be calculable with any degree of certainty, liquidated damages shall be assessed at $250 per affected individual. If a corrective action plan is suggested after an unauthorized use or disclosure of confidential information, Provider will also be assessed liquidated damages of $100 per day for each day Provider fails to substantially comply with the corrective action plan. The liquidated damages assessed under this provision are in addition to other remedies under the Agreement and as provided in law or equity. Purchaser reserves the right to assess liquidated damages as appropriate and notify Provider in writing of the assessment. Provider shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice.
j. *Indemnification*: Provider shall indemnify and hold harmless Purchaser and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider, its subcontractors, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one year of coverage from the date the individual enrolls, of all persons whose confidential information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the Purchaser in the enforcement of this section.
k. *Continuation*: The restrictions and indemnification provisions in this section shall survive the termination of the Agreement and shall continue in full force and effect and shall be binding upon the Provider (and any subsequent or affiliated entity) to the benefit of Purchaser following any termination.

9. Conflict of Interest

a. During the period of the Agreement, Provider shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Health and Human Services representing County or any person who, to the knowledge of Provider, has a conflict of interest, unless approved in writing by the Director of the Department of Health and Human Services. No employee of the Milwaukee County Department of Health and Human Services representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Provider's business unless approved in writing by the Director of the Department of Health and Human Services.
b. Provider agrees to comply with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Ordinances which states in part:
    (ix) "No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment,

or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee" and

(x) "No person(s) with a personal financial interest in the approval or denial of a Agreement or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that Agreement or proposal during its consideration. Agreement or proposal consideration shall begin when a Agreement or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the Agreement or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

c. Provider is prohibited from offering other providers, or any other person(s), monetary compensation or any other type of reciprocal compensation for making referrals to Provider for services under this Agreement.

d. Provider represents and warrants that no relationship exists between Provider and the Purchaser that interferes with fair competition or is a conflict of interest, and no relationship exists between the Provider and another person or organization that constitute a conflict of interest with respect to this Agreement. If there is a conflict of interest, the Provider must notify Purchaser. Based on such notice, Purchaser may waive such provision in writing, if the activities of the Provider will not be adverse to the interest of the Purchaser.

e. Provider agrees to comply with the disclosure requirements of 42 CFR Part 455, Subpart B. To meet those requirements, and address real or potential conflict of interest that may influence service provision, Provider shall furnish, upon request, to Purchaser, the Wisconsin DHS and/or any other department of the state of Wisconsin in writing:

(xi) The name and address of any person (individual or corporation) with an ownership or control interest in the Provider or in any subcontractor in which the Provider has a 5 percent or more interest.

1. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
2. Other tax identification number (in the case of a corporation)

(xii) Whether the person with an ownership or control interest in the Provider (disclosed at (i)) is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling.

(xiii) Whether the person with an ownership or control interest in any subcontractor in which Provider has a 5 percent or more interest (disclosed at (i)) is related to another person with ownership or control interest in Provider as a spouse, parent, child, or sibling.

(xiv) The name of any other disclosing entity in which an owner of Provider has an ownership or control interest.

(xv) The name and address of any managing employee of the Provider.

f. Provider shall furnish Purchaser with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Provider's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Provider of goods and services under this Agreement. The relationship extends to partnerships, trusts, corporations, or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

g. Provider shall notify Purchaser, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government, or their agents for income tax withholding, FICA, Worker's Compensation, garnishments, or other employee related liabilities, sales tax, income tax of Provider, or other monies owed in excess of $10,000 in the aggregate. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

h. Provider shall notify Purchaser, in writing, within 30 days of the date payment was due of any past due liabilities to any other creditors in excess of $10,000 in the aggregate, related to the operation of this Agreement, for which Purchaser has or will reimburse Provider. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the creditor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps Provider is taking to resolve the dispute.

10. Debarment, Suspension, and Excluded Providers

a. Provider certifies that it, its principals, and any subcontractor receiving any funds through this Agreement:

(i) Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any federal health care program, federal procurement program, or federal on-procurement program.

(ii) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency.

(iii) Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or

(iv) Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency.

(v) Is not presently under investigation by CMS, OIG, or any other government entity.

(vi) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(vii) Are not presently indicted or being investigated for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (vi).

(viii) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

(ix) Have not been directly involved or convicted in obtaining contracts via bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government; and

(x) Is not included on the U.S. Department of Health and Human Service's Office of Inspector General List of Excluded Individuals/Entities.

b. Provider further certifies that if any of the above become true for Provider, any of its principals, or any of its subcontractor receiving any funds through this Agreement during the term of this Agreement, Provider will notify Purchaser within 14 days of such event.
c. Provider understands and agrees that if any of the above become true for Provider, any of its principals, or any of its subcontractor receiving any funds through this Agreement during the term of this Agreement, Purchaser may be required by law to cancel this Agreement and Provider shall have no recourse against Purchaser for such cancelation.

11. Health Insurance Portability and Accountability Act

a. Both Parties to this Agreement confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as amended and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.
b. In most instances Provider shall be directly subject to compliance with the HIPAA regulations as a "covered entity." To the extent that the HIPAA regulations apply to Provider, Provider agrees to comply with the HIPAA regulations and shall have required documents available for inspection upon request. Covered entities that fail to comply with the applicable standards may be subject to a written complaint filed with the Secretary of Health and Human Services.
c. In some instances, Provider may be a business associates of Purchaser. Unless specifically identified by Purchaser via a separate business associate agreement, Contractors are not considered business associates of Purchaser. If Provider is a business associate of Purchaser, they must sign and comply with the attached Business Associates Agreement.

12. Indemnity

Provider agrees to the fullest extent permitted by law at all times during the existence of this Agreement to indemnify Purchaser against any and all loss, damages, costs, or expenses which Purchaser may sustain, incur, or be required to pay as a result of participating in the Agreement. This includes those costs arising from death, personal injury, or property loss experienced by Purchaser's staff and/or Service Recipients of the Provider resulting from services provided under the Agreement. Provider shall notify Purchaser via certified mail within five business days of any event, suit, or proceedings related to any matter which Provider must indemnify Purchaser against.

13. Insurance

Provider and any of its subsidiaries must provide Purchaser with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the Agreement. Provider and all subsidiaries shall, at their sole expense, maintain the following insurance:

a. **Commercial General Liability Insurance including contractual coverage:** The limits of this insurance for bodily injury and property damage combined shall be at least:

	Non-Emergency Medical Transportation (NEMT) Provider	All Other Providers
Each Occurrence Limit	$2,000,000	$1,000,000
General Aggregate Limit	$3,000,000	$2,000,000
Products-Completed Operations Limit	$2,000,000	$2,000,000
Personal and Advertising injury Limit	$1,000,000	$1,000,000

b. **Business Automobile Liability Insurance:** Should the performance of this Agreement involve the use of automobiles, Provider shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Provider shall maintain limits of at least:

	Non-Emergency Medical Transportation (NEMT) Provider	All Other Providers
Each accident for bodily injury and property damage combined	$2,000,000	$1,000,000

c. **Workers' Compensation Insurance**: Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

d. **Employers Liability Insurance:** Such insurance shall provide limits of not less than $500,000 policy limit.

e. **Professional Liability Insurance:**

Medical Malpractice insurance for Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Chapter 655 WI. Stat. Health Care Liability and Injured Patients and Family Compensation (Indicate if Claims Made or Occurrence)	$1,000,000 Per Occurrence $3,000,000 Annual Aggregate or Statutory limits whichever is higher
Any other non-qualified Health Care Provider under Chapter 655 of the Wisconsin Statutes Health Care Liability and Injured Patients and Family Compensation (indicate if Claims Made or Occurrence)	$1,000,000 Per Occurrence/Claim $3,000,000 Annual Aggregate
Other Professionals	$1,000,000 Per Occurrence

	$1,000,000 Annual Aggregate or Statutory limits whichever is higher

If Provider's Professional Liability Insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date. Provider shall maintain coverage for the duration of this Agreement and for six years following the completion of this Agreement. It is also agreed that on Claims-Made policies, either Provider or Purchaser may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Provider.

f. **Excess/Umbrella Liability Insurance (optional):** The insurance coverages specified in a., b., and d. may be obtained through any combination of primary and excess or umbrella liability insurance.

g. Additional Requirements:

(i) Provider shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

(ii) The insurance specified in a., b., d., and f. above shall: (a) name Milwaukee County, including its directors, officers, employees, and agents as additional insureds by endorsement to the policies, and (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

(iii) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milwaukee County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

(iv) Provider shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverage (with the Milwaukee County Department of Health and Human Services named as the "Certificate Holder") shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If the Certificate of Insurance is issued by the insurance agent, it is Provider's responsibility to ensure that a copy is sent to the insurance company to ensure that the Purchaser is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER
Milwaukee County Department of Health and Human Services
Contract Administrator
1230 W. Cherry Street
Milwaukee, WI 53205

(v) Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing via email at RM@milwaukeecountywi.gov to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement.

(vi) Te insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager. Milwaukee County may require higher limits or other types of insurance coverage(s) as necessary and appropriate. Failure on part of Provider to produce or maintain the required insurance during the

term of Agreement including any extension(s), shall constitute a material breach of the Agreement upon which Purchaser may immediately terminate this agreement.

(vii) The Provider must acquire its insurance from carriers with a current A. M. Best rating of A - or better.

(viii) The Contractor shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this FFS. MCDHHS will be identified as Certificate Holder and Copies must be emailed to: dhhsca@milwaukeecountywi.gov

14. Independent Contractor

Nothing contained in this Agreement shall create a partnership, joint venture, or employee-employer relationship between Purchaser and Provider or either Party's successors or assigns. In entering into this Agreement and performing under this Agreement, Provider is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it. Parties agree that the Provider, its officers, agents, and employees, in the performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the Purchaser.

15. License, Certification, and Staffing

a. Provider shall meet all state and federal service standards and applicable state licensure, and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by the Agreement.

b. Provider shall furnish copies of such licensure or certification documents or provide a report evidencing such documents to Purchaser when this Agreement is executed.

c. Provider shall ensure that all Provider Staff providing services under this Agreement are properly supervised, adequately trained, and licensed and certified per applicable requirements.

d. During the Agreement period, Provider shall provide Purchaser a copy of any report involving a licensing action or inspection within five business days of receiving such a report via certified mail to the address in 1.b. above.

16. Liquidated Damages

a. Liquidated damages are included in applicable sections throughout this Agreement.

b. If Purchaser assesses liquidated damages under any of the applicable sections, Purchaser will issue a Notice of Assessment of Liquidated Damages" to Provider. The notice will indicate the violation and the amount of liquidated damages.

c. Liquidated damages will be deducted from the next or final payment to Purchaser. If Purchaser has no further billing under this Agreement, Purchaser will send an invoice to Provider for the amount due.

17. Payment and Allowable Costs

a. Provider agrees to provide services detailed in the Scope of Work at the rates specified in Attachment D - Financial Terms. Provider may not bill Participants for services unless

allowed as identified in this Agreement. This condition to remain in effect in the event the Purchaser is unable to provide compensation for Covered Service.

b. State Prompt Pay Law, Section. 66.0135 of the Wisconsin Statutes does not apply to this Agreement.

c. Programs may be paid with a Performance Based reimbursement system having a separate requirement for submittal of specific evaluation measures to which incentives are linked (at an interval to be determined by DHHS), along with the annual evaluation requirement for all measures. In such cases Provider may not be paid for the incentive or part of the Agreement based on performance measures until those measures are met to the satisfaction of Purchaser.

d. Basis for payments**:** This is understood and agreed by all parties that Purchaser assumes no obligation to purchase from Provider any minimum amount of services and Purchaser is unable to guarantee the volume of referrals funded under this Agreement. Under no circumstances shall Provider provide, nor shall Purchaser compensate for, services provided to Service Recipients which have not been pre-authorized by Purchaser. Pre-Authorization shall follow the process detailed in the Scope of Work and policies or procedures defined in Attachment J (if applicable) and shall consist, minimally, of electronic or written documentation indicating the name of the Service Recipient, the quantity and type of services being authorized, and the period for which the authorization is valid.

e. Failure of Provider to comply with Agreement requirements may result in withholding or forfeiture of any payments otherwise due Provider from Purchaser by virtue of any Purchaser obligation to Provider until such time as the Agreement requirements are met. Purchaser reserves the right to withhold payment or adjust Provider's invoice where Provider fails to deliver the contracted services in accordance with the terms of this Agreement.

f. Final settlement of the Agreement will be based on Purchaser's review of annual independent audit. If Purchaser has waived the audit requirement under Section 46.036 of the Wisconsin Statutes for this Agreement, Provider shall submit an un-audited schedule of program revenue and expenses or other agreed upon details like tax return etc. as a final accounting to determine final settlement under this Agreement.

g. Purchaser may not compensate Provider for any service provided by a Direct Service Provider or Caregiver prior to having obtained a caregiver background check and receiving Purchaser's approval for that Direct Service Provider or Caregiver as provided for in this Agreement.

h. Purchaser may not compensate Provider for services rendered by Provider Staff whose credentials are not in conformity with all applicable federal, state and local requirements.

i. Provider recognizes that the total service needs of the community may not be met and shall furnish the services per Attachment A – Scope of Work.

j. Purchaser is unable to guarantee the volume of requests funded by this Agreement.

k. If Provider requires pre-authorization of service(s), under no circumstances shall Provider provide, nor shall Provider be compensated, for services provided to Service Recipients for which Provider has not received prior-authorized by Purchaser. Prior Authorization shall follow Purchaser Policies and Procedures, and shall consist, minimally, of electronic or written documentation indicating the name of the Service Recipient, the quantity and type of services being authorized, and the period for which the authorization is valid.

l. Provider is fully responsible for understanding and ensuring its compliance with allowable costs, profit, and reserve.

m. For each type of Provider (i.e., non-profit, for profit), there is a set of federal principles for determining allowable costs. Allowability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs.

(i) Allowability of costs incurred by non-profit organizations is determined in accordance with the provisions of Uniform Grant Guidance at 2 CFR part 200 subpart E and 48 CFR section 31.108.

(ii) The allowability for costs incurred by hospitals is determined in accordance with the provisions of Appendix E of 45 CFR part 74, *Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals*.

(iii) The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of 48 CFR section 31.103.

n. Allowable Costs are also governed by Wisconsin statute and regulation. Useful guidance is available at:

(i) Wisconsin Department of Health Services Allowable Cost Policy Manual available online at: https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm

(ii) Wisconsin DCF Allowable Cost Policy available online at: https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf

(iii) Wisconsin Department of Health Service Audit Guide available online at: https://www.dhs.wisconsin.gov/publications/p01714-2025.pdf

(iv) Wisconsin Department of Children and Families *Provider Agency Audit Guide* available online at: https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf

(v) Section 46.036 of the Wisconsin Statutes.

o. Provider may retain a surplus as allowed by Sections 46.036(5m) and 49.34(5m) of the Wisconsin Statutes. The maximum allowable profit for for-profit Contractors is 5%. Provider is not allowed to retain both a Surplus and a profit on the same /agreement for the same period.

p. It is hereby specified that such surplus or reserves are not allowed for any non-profit, or non-stock corporation for Federally funded programs, e.g., Social Service Block Grants (SSBG), Substance Abuse Block Grants (SABG), etc., excluding Medicaid funded programs. Provider retention of surplus or reserves will not be allowed without prior approval of DHHS and will be evaluated on a case-by-case basis, based on the compliance requirements of the Federal program under which the Agreement is funded. Said surplus or reserves may be allowed based on the level of non-match Milwaukee County funding involved in the program.

q. Limitations on allowable costs apply to the final accounting for program costs in Provider's annual audit.

r. No funds within this Agreement may be used to supplant Health Insurance, or services funded by, or eligible to be funded by Medicaid Title XIX, any Medicaid Waiver program, a Health Maintenance Organization, including Medicaid HMOs, Wisconsin Family Care or any other Care Management Organizations (CMO), IRIS, as applicable, or other special managed care programs.

s. Availability of Funds. Should Purchaser's reimbursement from state, federal, or other sources not be obtained or continued at a level sufficient to allow for payment for the services covered by this Agreement, the obligations of each party may be terminated. Any changes that impact on availability of funding shall be sufficient cause for Purchaser to immediately reduce the amount of payment or unit rate paid to the Provider with or without advance notice. All amounts collected from third parties shall be supported by Provider's records and shall be reported to the Purchaser within 14 days of receipt of the funds or per Policy and Procedure including billing and service documentation, whichever is earlier.

t. Payment for all services covered in this Agreement is based on the unit rate identified in Attachment D - Financial Terms, if applicable, and will be in effect for the Agreement period

unless amended and approved by purchaser as of date identified in written notification to Providers regardless of preauthorization for covered services.

u. All amounts collected from third parties shall be supported by Provider's records and shall be reported to the Purchaser per Policy and Procedure including billing and service documentation

v. Payment of the Provider's invoice does not absolve Provider from a final accounting and settlement upon submission and review of Provider's annual audit, or from audit recoveries arising from an on-site audit of Provider's Service Documentation in support of the services billed in accordance with this Agreement.

w. If Provider's residential rate calculation (if applicable), was arrived at using a vacancy factor, Purchaser has the right not to pay Provider for the first 14 days per year of a resident's/Service Recipient's hospitalization or incarceration. Provider agrees to notify Purchaser within two business days of a resident's hospitalization or incarceration.

x. Any correction, creation of, or addition to Service Documentation after billing must receive prior approval by Purchaser. Service Documentation otherwise created or obtained subsequent to billing or in response to administrative review/audit findings will not be accepted as support for payment (including affidavits from any party in support of billing).

y. Provider agrees to ensure that Direct Service Providers complete and retain Case Notes prior to billing for Covered Services. Case Notes must be completed within the timeframe specified in Purchaser's Policy and Procedure for programs or services.

z. Billing may be disallowed for any services covered in this Agreement provided by unauthorized Independent Service Providers or subcontractors. Provider is responsible for supervision and fulfillment of the terms and conditions of this Agreement when entering into agreements with approved ISP or approved subcontractors. All subcontractors must adhere to the same terms, requirements and provisions as required of Provider in this Agreement.

aa. Payor of Last Resort**:** Purchaser is intended to be the "payor of last resort" after all other public and private funds restricted to the services being purchased, including medical insurance and restricted contributions, have been exhausted. (Milwaukee County DHHS Policy 008 Payor of Last Resort is incorporated herein by reference and available at https://county.milwaukee.gov/EN/DHHS/Provider-Portal) Under no circumstances shall the Provider bill, charge, seek remuneration or compensation from or have recourse against the Service Recipient for services provided under this Agreement. Except where prohibited by funding restrictions or exclusions, Provider agrees to seek reimbursement from third party payment source, if available. Any surplus and/or restricted program revenues (temporarily restricted net assets) are to be returned to the Purchaser as unspent funds.

bb. Billing**:** Provider shall have email access and the ability to submit electronic, Internet-based online invoices to Purchaser. All billing and invoice content and formats and procedures shall be determined by Milwaukee County DHHS.

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(i) Provider is responsible for the accuracy of billings for Covered Services performed under this Agreement and shall provide Purchaser with billings for said services provided no later than sixty (60) days following the last day of the month in which the service was rendered and agrees to comply with all Purchaser Policies and Procedures related to billing for Covered Services. Billing reports received Sixty (60) days after the termination of this Agreement may not be considered for payment by County

(ii) Payment of the Purchaser's invoice does not absolve Provider from a final accounting and settlement upon submission and review of Provider's annual audit,

or from audit recoveries arising from an audit of Provider's Service Documentation in support of Covered Services billed.

(iii) Purchaser may require submission of requested documentation prior to payment for Covered Services.

(iv) Provider shall inform Purchaser if per Provider's own estimate the Agreement will be underspent by 25% or more.

(v) If a Service Recipient has health insurance that includes coverage for a service that is both reimbursable under said insurance and that service is also covered under the Purchaser Program, Provider must bill the third-party insurance for Covered Services. Purchaser acknowledges the difficulty in obtaining third-party funding for Residential AODA Treatment.

(vi) If Provider is paid based on time or units of service, the invoice must be based on or reflect the actual date of service provision and actual time spent providing Covered Service(s).

(vii) Provider agrees to provide Covered Services on a one-on-one, face-to-face basis unless otherwise specified by Purchaser Policy or Procedure for program or service..

(viii) Purchaser reserves the right to withhold, or recover payment, in whole or in part, adjust Provider's invoices, or otherwise pursue repayment when Provider fails to comply with all the terms of this Agreement, deliver the Covered Services, keep and provide adequate Service Documentation, or violates any other applicable policy requirements. Notwithstanding that the service(s) may have been provided, or any other relevant Purchaser Policies and Procedures.

(ix) Purchaser is authorized to adjust pending billings and payments due to the Provider against any overpayment or any recovery resulting from site review, administrative review, CPA audits or reviews or other reviews by Milwaukee County representatives and/or representatives of any other local, state, or federal governmental unit.

cc. The provision of this section, Payment and Allowable Costs, shall survive the termination of this Agreement, regardless of the reason.

18. Records and Retention

a. Provider must maintain records supporting its financial and performance reporting and allow the purchaser to have access to those records.

b. Provider shall allow the County Audit Services Division and department Agreement administrator(s) (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Provider, related to the terms and performance of the Agreement for a period of up to seven years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Provider. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Provider and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

c. Provider shall maintain in secure location/media and/or locked cabinets (for hard copies), individualized Service Recipient files that include all appropriate assessments, service and treatment plans, case contact notes, and all other documents as determined by County.
d. In accordance with 42 CFR § 431.107 of the federal Medicaid regulations, the Provider agrees to keep any records necessary to document the extent of services provided to recipients for a period of seven years or as required by DHHS Policy 005, Contractor/Provider Obligations.
e. Upon request, Provider further agrees to furnish to Purchaser (Milwaukee County DHHS), Wisconsin Department of Health Services, Department of Children and Families, Federal Department of Health and Human Services or other federal oversight agencies, or State Medicaid Fraud Control Unit and/or Office of Inspector General, any information regarding services provided and payments claimed by the Provider for furnishing services under any Milwaukee County DHHS program, Wisconsin Medicaid, or Wisconsin Medicaid Waiver program(s). For state policy related to record retention see Section DHS 106.02 of the Wisconsin Administrative Code.
f. Provider agrees to maintain and retain Service Documentation as required by this Agreement and Policies and Procedures including a service specific consent as required by all applicable Federal, State or County regulations, signed and dated by the Service Recipient or legal guardian.
g. In the case of a minor, case records shall be retained until the participant becomes 19 years of age or seven years after treatment or other services have been completed, whichever is later, or as required by DHHS Policy 005, Contractor/Provider Obligations.
h. Provider shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, and scope of Provider's intervention, and the efficacy of Provider's intervention for services rendered under the Agreement.
i. Purchaser shall maintain and, upon request, furnish to Purchaser, at no cost, information requested by Purchaser relating to the quality, quantity, and cost of services covered by this Agreement.
j. Purchaser, the Milwaukee County Audit Services Division, and representatives of appropriate federal, state or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect/review including on-site or offsite review of board-approved by-laws, minutes, policies and procedures, email communications or other electronic communication media, records and/or logs, current and former Direct and/or Indirect Service Provider files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. County also reserves the right to interview current Director and/or Indirect Service Provider. at all reasonable times case records, medical records, program and financial records and such other records of Provider as may be requested to evaluate or confirm Provider's program objectives, Service Recipient case files, costs, rates, and charges for the care and service, or as may be necessary to evaluate or confirm Provider's delivery of the care and service for a period of at least seven years following the termination of this Agreement or the receipt of an independent audit report., whichever is later. As such, it is agreed that files, records, and correspondence for this engagement must be retained for a period of

at least seven years from the date of issuance of certified financial and compliance audit reports or as required by DHHS Policy 005, Contractor/Provider Obligations.

k. Such reviews may be conducted for a period of at least seven (7) years following the latter of Agreement termination, or receipt of audit report, if required.
l. County has authority to adjust pending billings and payments due to the Contractor against any overpayment or any recovery resulting from site review, CPA reviews or other reviews by Milwaukee County representatives and/or representatives of any other local, state, or federal governmental unit. This provision shall survive the termination of this Agreement regardless of the reason.

m. If any records are under audit, or under legal proceedings, they must be maintained until the audit is completed or legal proceeding is concluded.
n. County reserves the right to submit findings resulting from quality or fiscal reviews to appropriate federal, state or local agencies and licensing/credentialing entities. This provision shall survive the termination of this Agreement regardless of the reason
o. This provision of this section, Records and Retention, shall survive the termination of this Agreement regardless of the reason.

19. Reporting

a. Provider shall provide all required reports to Purchaser in a timely fashion.
b. Provider shall allow Purchaser and representatives of any other local, state, or federal government unit to perform visual inspections of Provider's premises.

20. Dispute Resolution

a. Parties to the Agreement agree to seek to resolve all disputes in good faith.

21. Revision or Termination of Agreement

a. The Parties enter this Agreement based on conditions existing as of January 1, 2026.
b. If such conditions change due to causes beyond the Party's control such that they need to renegotiate this Agreement, the impacted Party shall provide the other Party written notice of a need to renegotiate this Agreement. Within the 60-day period immediately after such notice Provider and Purchaser shall work in good faith to renegotiate this Agreement so as to duly account for the change in conditions. This Agreement may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Agreement. Revision of this Agreement must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives. If the Parties are unable to renegotiate the terms of the Agreement to their mutual satisfaction, either Party may give notice of termination of this Agreement. However, Provider shall perform its obligations under this Agreement until 180 days after the notice in 25.b. was provided. Any such renegotiation shall be memorialized in an amendment to this Agreement signed by both Parties.
c. Provider must provide 90 days' written notice before stopping any agreed-upon service.
d. Provider must provide 120 days' written notice before terminating this Agreement
e. Purchaser may terminate this Agreement with 30 days' written notice for any reason.

f. Purchaser may terminate the Agreement immediately if require for the safety and welfare of Service Recipients and/or for nonperformance by Provider. Nonperformance includes failure to have an audit that meets applicable standards, failure to provide the quantity or quality of services contracted for, failure to provide all deliverables on the frequency required, failure to maintain state or federal licensure requirements, or ineligibility to receive state or federal funds.
g. Purchaser may direct Provider to stop work under this Agreement for any nonperformance rather than terminating the Agreement. In such an event, work under this Agreement cannot be resumed until Purchaser is satisfied with Provider's resolution of the issues and issues a written notice to resume work.
h. Purchaser may withdraw any Service Recipient from the program, service, or facility of the Provider at any time, when in the judgment of Purchaser, it is in the best interest of Purchaser or the Service Recipient to do.
i. If the Agreement is terminated for nonperformance, Purchaser is not required to provide any further reimbursement to Provider.
j. If the Agreement is terminated for any reason other than nonperformance, Purchaser is only liable for reimbursable services rendered through the date of termination and not for any materials or services purchased or paid for by Provider for use in completing this Agreement.
k. In the event of termination Provider shall:
    (i) Submit all allowable invoices within 30 days of the date of termination.
    (ii) Submit all other financial, performance, and other reports required by this Agreement within 120 days unless an extension or waiver is granted from Purchaser in writing.
l. Termination of this Agreement does not affect Provider's responsibilities with respect to return of or disposal of property purchased with Purchaser's funding or with respect to any program income or other recovery for which Provider is still accountable as provided by law.
m. **Ongoing Service Obligations.**
    (i) After giving notice, Provider must continue providing services to current participants until there has been a smooth transfer to a new provider is completed, or 180 days have passed since notice was provided, whichever comes first.
    (ii) If required to ensure uninterrupted care, Provider must enter into a Agreement amendment with the Purchaser to extend the Agreement until the transition is complete. Purchaser will only pay for services if there is a valid, signed Agreement in place.
    (iii) Provider must assist in the orderly transfer of participants to new providers as directed by the Purchaser.
    (iv) With Service Recipient consent, Provider shall provide all necessary documentation such as case notes, treatment records, and medical files to the new provider or Purchaser at the Provider's expense.
    (v) *Liquidated Damages for Improper Transition*. If Provider fails to properly transition or complete services for participants, they may be charged $500 per participant per day as liquidated damages.
n. This provision of this section, Revision or Termination of Agreement, shall survive the termination of this Agreement regardless of the reason.

22. Scope of Work

a. Provider shall provide the services as set forth in Attachment A – Scope of Work.
b. The following are all incorporated into the Scope of Work of this Agreement:
    (i) Milwaukee County Department of Health and Human Services Request for Proposal/Open enrollment Guidelines - Program and Technical Requirements, if applicable ;
    (ii) Provider's proposal, if applicable; and
    (iii) All applicable Milwaukee County Department of Health and Human Services policies.
c. Provider shall provide services on a one-on-one, face-to-face basis unless otherwise specified and detailed in Attachment A – Scope of Work, and Provider's application submitted to Purchaser.
d. Purchaser may add and/or remove Services throughout the duration of the Agreement. Notification of such changes will come via email from Purchaser and be added/removed from Attachment A – Scope of Work, and Provider's application. Parties agree that this provision authorizes such amendment to this Agreement.
e. Development, evaluation, and revision of Agreement Performance Measures (CPMs) is an ongoing process under which Purchaser reserves the right to develop new CPMs or revise CPMs at any time during the term of this agreement and notify Provider of changes via email. Said changes shall be incorporated into this agreement as if physically attached hereto.
f. Purchaser reserves the right to publish and distribute results of CPMs or other Quality or Compliance review results and may consider Performance history in the selection of Providers.
g. Purchaser reserves the right to establish and test knowledge and competency standards related to Covered Services and/or Agreement requirements for Provider and Provider Staff. If substantial deficiencies are identified by Purchaser of Provider knowledge or competencies in the delivery of services performed under the Scope of Work, Purchaser may require corrective action.
h. Purchaser will monitor the Provider's performance and may use the results of this monitoring to evaluate the Provider's ability to provide adequate services to Service Recipients. If the Provider fails to meet Agreement goals and expected outcomes, the Purchaser may reduce or terminate the Agreement.
i. **Assessing Performance in Delivery of Services:** Purchaser retains sole authority to determine whether the Provider's performance under the Agreement is adequate. Provider agrees to the following:
    (i) Provider shall allow the Purchaser to inspect Provider's facility or work site where services are being provided at any time for the purposes of ensuring that services are being provided as specified in the Agreement.
    (ii) Provider shall submit all CPMs and other required service-related reports when required as requested by the Purchaser.
    (iii) Upon Purchaser's request, Provider shall make available to the Purchaser all documentation deemed necessary by Purchaser to adequately assess Provider performance.
    (iv) Provider shall cooperate with the Purchaser in its efforts to implement the Purchaser's quality initiatives and Purchaser's tools and processes for assessing Service Recipient experience with services

(v) Provider shall develop and implement a process for assessing Service Recipient experience with services provided. The Provider shall report in a timely manner the results of its Service Recipient experience assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's Service Recipient experience assessment process.

(vi) If concerns are identified, the Purchaser reserves the right to require the Provider to develop and implement a corrective action plan to address concerns.

23. Surety Bond

If an advance payment exceeds $10,000, the Provider may be required to supply a surety bond for an amount equal to the amount of the advance payment applied for as allows by Section 46.036(3)(f) of the Wisconsin Statutes. No surety bond is required if the provider is a municipal or state agency. The cost of the surety bond shall be allowable as an expense.

24. Other Purchaser Policies and Requirements

a. *Whistleblower Protection*: Purchaser and Provider agree that ensuring all entities providing services under this Agreement are afforded protection under state and/or federal whistleblower protection laws is paramount to the intent of this Agreement. Provider represents and warrants that it will comply with the applicable provisions of the Sarbanes-Oxley Act of 2002 (SOX), and other state and/or federal whistleblower protection laws. Purchaser requires all Providers contracting with the department under this Agreement, to adopt and implement a whistleblower policy, which shall be made available upon request, per DHHS Policy 003, Whistleblower Policy, available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

b. *Provider Marketing and Informing Requirements*: Provider agrees to abide by Purchaser Marketing and Informing requirements. Provider must include the DHHS logo and acknowledge that the service is subsidized by DHHS on all print materials and press releases that directly mention or relate to services funded or subsidized by Purchaser that Provider intends to distribute publicly. Electronic narrative, such as social media posts or website content, related to a DHHS-subsidized service must also acknowledge that the service is subsidized by DHHS. Refer to DHHS Policy 005, Provider Obligations, available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

c. *Emergency Preparedness and Response Plan*: Provider shall have a written Emergency Preparedness and Response Plan (EMP), to be retained by the Provider and made available to Purchaser upon request. Refer to DHHS Policy 002, Emergency Preparedness and Response Plan, available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

d. *Single-Use Plastic and Polystyrene Administrative Policy Agreement Requirements*: Pursuant to File 20-1471, Milwaukee County policy is to reduce and eliminate single-use plastic products and polystyrene foam (Styrofoam™ and similar products) on property owned, operated, or supported by the County. For contracts entered or renewed on or after January 1, 2024, Milwaukee County vendors shall make good faith efforts to choose reusable, recyclable, or compostable products. Accordingly, vendors shall not use, distribute, or sell the following items whenever possible, as listed on the Definitions attachment to DHHS Policy 005, Contractor/Provider Obligations, available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

e. *Purchased or Loaned Property*: Any furniture, fixtures or equipment purchased by Provider or Purchaser with program funds under this Agreement, remains the sole property of Purchaser, and in its discretion, Purchaser may require such property to be returned to Purchaser, or upon

direction from Purchaser, refund proceeds from sale of such property, upon termination of the Agreement or any certified service related to the use of the property. Refer to DHHS Policy 007, Provisions for Purchased or Loaned Property, available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

f. *Provision For Data and Information Systems Compliance*: Provider shall either utilize computer applications that comply with State, County, and other authorized third-party systems (as applicable) in maintaining program data related to the Agreement or bear full responsibility for the cost of converting program data into formats useable by State, County, and other authorized third-party systems. Provider will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance as may be applicable, including, but not limited to, The Federal Information Security Modernization Act (FISMA) requirements, Milwaukee County Administrative Directive on Remote Network Access for Vendors and Administrative Directive on Acceptable use for Vendors policies, which can be found at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

g. *Corrective Action*: Provider understands and agrees that Purchaser can request or impose a condition of Corrective Action based on a review of Service Documentation, Complaint, Grievance, violation of Policy and Procedure, performance measurement outcomes, and/or any other fiscal, quality, or Service Recipient safety related matter. Purchaser's authority for determination is final unless subject to appeal procedures defined by Chapter 110 of Milwaukee County Code of General Ordinances, or Article 1, Procurement Procedure Administrative Manual Milwaukee County Behavioral Health Services, Legal & Contractual Remedies, as applicable, or other applicable Federal or State laws. Purchaser has final authority for determination of substantiation of findings which may lead to a condition of Corrective Action. Provider shall be required to implement and comply with provisions of Corrective Action as a condition of this Agreement. Provider understands and agrees that Purchaser has final authority for the approval, denial, modification of, and determination of adherence to a Corrective Action Plan. For more details refer to DHHS Policy 009, Corrective Action, Conditional Status, Suspension, and Debarment, available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal.

h. *Ownership of Data*: Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, Agreement Performance Measure (CPM) data, and all other material that Provider has collected, prepared, or produced in carrying out this Agreement shall become property of Purchaser and shall be provided upon request. Medical Records, Protected Health Information, and Service Recipient case files, including Case Notes, are the property of Provider, are subject to audit by Purchaser or designee, shall be made available to Purchaser upon request, and shall be retained by Provider subject to applicable record retention policy at Provider's expense. Excluding Protected Health Information regulated under HIPAA, any reports, information, and data, given to or prepared or assembled by Provider under this Agreement shall not be made available to any individual or organization by Provider without the prior written approval of Purchaser. Provider represents and warrants that Protected Health Information will only go to intended parties to whom such disclosure has been authorized or permitted under HIPAA. No reports, documents, or software produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Provider.

i. *Penalties for Non-Compliance*: Provider understands that in addition to all other liquidated damages and other remedies available at law, breach of this Agreement may result in liquidated damages of up to $2,000 per Service Recipient per day for harms that are not otherwise addressed and for which calculating actual damages is not practicable; disqualification from future

Milwaukee County contracts; and/or termination of other existing Contracts with Milwaukee County.

Attachment A

Scope of Work

Attachment B

Additional Definitions

Additional Definitions

As used in this Agreement, the following terms shall have the meanings set forth herein, except where the context is clear that such meanings are not intended:

A. **"Appeal"**- is the process of a Provider who submits a request to Milwaukee County's higher authority to challenge a previously made decision as to whether mistakes were made in the initial decision. The higher authority would have the ability to affirm, vary, or reverse the original decision.

B. **"Behavioral Health Services" (BHS)** - A service area of County administering programs to enhance the quality of life for individuals with mental health and substance abuse problems, assisting in their recovery and providing individualized opportunities to participate in the community.

C. **"Care Coordination Agency"** or "Care Management/Support and Service Coordination Agency" or "Case Management Agency" or "Recovery Support Coordinator" – Mental health, substance abuse or social service agency which has entered into an Agreement with Purchaser to provide or arrange for the provision of Covered Services to Participants by Care Coordinators in the Wraparound Milwaukee Program (defined below), Care Management/support and Service Coordination for Aging & Disabilities Services Programs, Case Managers in the Family Intervention Support and Services (FISS) Program, Recovery Support Coordinators in the CARS Program, or Case Management/Care Coordinators in the Community Access to Recovery Services [CARS] of the Behavioral Health Services.

D. **"Care Coordinator"** or "Care Management/Support and Service Coordinator (CM/SSC)" or "Case Manager" or "Recovery Support Coordinator" or "Human Service Worker" - Person responsible for providing, coordinating and managing the provision of services in the Behavioral Health Services, Aging & Disabilities Services, Housing Services, Children, Youth & Family Services or Veterans' Services.

E. **"Case Notes" –** Logs and/or sign-in sheets, progress notes, monthly reports, summary notes and/or any other written or electronic documentation completed by the Direct Service Provider to support that the covered service was provided to the Service Recipient. Case Notes must include the following minimum elements: service code or name; name(s) of the direct service provider(s); Service Recipient and service recipient name; the date, actual start time, actual end time, duration, location of the service; intervention; summary of the activity engaged in; Service Recipient's response to the Covered Service; Direct Service Providers signature and signature date and any other elements as required by Purchaser Policy or Procedure. System and other requirements for electronic Case Notes and other electronic service documentation are listed elsewhere in this Agreement.

F. **"Critical Incidents"** - Any actual or alleged event or situation that jeopardize the health or safety of Service Recipients, Provider or DHHS staff, or visitors, including, but not limited to, any instance of abuse, injury, or neglect of Service Recipient by any person including another Service Recipient.

G. **"Children's Community Mental Health Services & Wraparound Milwaukee"** hereby known as Wraparound Milwaukee (WM) - Behavioral Health Services entity that manages the public sector,

community-based mental health system for Medicaid eligible children, adolescents and young adults through age 22 in Milwaukee County who have serious mental health or emotional needs. Serving as the umbrella body for a number of programs, all programs rely on care coordination, offer a range of support services, and promotes parental and youth choice, family independence, and provides trauma informed care for children and youth in the context of their family and community.

H. **"Community Access to Recovery Services" (CARS)** - A department of the Behavioral Health Services that specializes in helping Milwaukee County adult residents get connected with the community-based resources needed to guide and support their journey to recovery. CARS has five main areas of focus that put individuals at the center of care, while following best practices to achieve the most positive outcomes. The areas include Prevention, Access, Treatment, Care Management, and Recovery Support Services. The department has strong partnerships with a network of diverse, committed, local providers that provide high quality services for mental health and/or substance use treatment needs. A broad range of supportive services that help individuals achieve independence are also offered.

I. **"Complaint/Grievance"** - Complaint means any formal written or oral expression of grievance or dissatisfaction with a particular situation and/or decision, or allegation against a party that can be resolved either formally or informally as deemed appropriate.

J. **"Conditional Status"** - Period of time for two years or more when a Provider will be closely monitored and or reviewed by Purchaser for compliance with related policies and procedures and the provisions of this Agreement.

K. **"Agreement"** - This document with summary page, all attachments, exhibits, schedules, references and amendments. The Milwaukee County Department of Health and Human Services Administrative Probation Policy for Non-Compliance with Agreement and Fee-for-Service Requirement, DHHS Payor Of Last Resort Policy, other purchaser's policies and procedures and Provider's current application, Request for Information (RFI) submissions, representations and Request for Proposal(s) (RFP) are incorporated herein by reference and made a part of this Agreement as if physically attached hereto and Provider shall comply herewith. Referenced policies are available at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal Words Contract and Agreement have been used interchangeably throughout this document both refer to this Agreement wherever applicable.

L. **"County"–** Milwaukee County (hereinafter called County) a Wisconsin municipal body corporation represented by the Milwaukee County Department of Health and Human Services (DHHS) and its respective services, the Milwaukee County Audit Services Division and any other applicable departments or offices of County and its designees.

M. **"Covered Services"** - Services identified in this Agreement that are rendered by the Provider, and are subject to the terms, and conditions of this Agreement, for which the provider may request payment and/or services for which the Purchaser provides the service referral.

N. **"Direct Service Provider" (DSP) –** Provider employee, volunteer, paid or unpaid intern, trainee or Independent Service Provider, who provides direct care and/or Covered Services to a Participant/Service Recipient on behalf of a Provider, for which the Provider receives compensation from the Purchaser under the agreement or Purchaser provided the service referral.

O. **"Aging & Disabilities Services" (ADS)** Formerly "Disabilities Services Division" (DSD & Aging Division)) as of January 1, 2022– A service of DHHS administering programs to enhance the quality of life for individuals over the age of 18 and individuals with physical, sensory, cognitive, or developmental disabilities and their support networks living in Milwaukee County by addressing the participant's identified needs and meeting her/his desired individual outcomes and providing individualized opportunities to participate in the community. This is the single point of access to services for people aged 18 and over. We offer a wide range of programs and services to meet the diverse needs of the older adults in Milwaukee County and ensure they have the resources to live as independently as possible in their communities. Aging & Disabilities Services includes the Area Agency on Aging (AAA), Aging and Disabilities Resource Center (ADRC), Adult Protective Services, (APS) and the Office on Persons with Disabilities (OPD).

P. **"Children, Youth & Family Services" (CYFS) –** Children, Youth & Families Services (CYFS) facilitates a children's system of care (SOC) which aims to enhance community wellbeing. It is a countywide integrated network of resources which require shared responsibility and accountability to assure that Milwaukee families have access to the services, programs and supports they need. Children, youth and their families will have support to thrive, actively participate in community and experience life in an inclusive way which is meaningful to them. While partnering with families, the local SOC integrates the work of education, youth justice, health, mental health, child welfare, family and treatment courts, disability services and other community organizations through team decision- making and addressing inequities.

Q. **"Emergency Management Plan" (Disaster Plan)** - the procedures, developed by the Provider organization, to manage an **epidemic**, pandemic, public emergency, or other natural or man-made disasters internal or external hazard that threatens Residents/Service Recipients, DSP and other staff, and/or visitor life and safety. These threats could potentially affect current operations or site directly and indirectly within a particular area or location.

R. **"Employee" –** a person under direction or supervision of Provider employed for wages or salary.

S. **"Fraud" –** Involves an intentional deception and/or representation that an individual either knows is false or does not believe to be true and is related to a material fact. Examples of Fraud include, but are not limited to embezzlement; misappropriation, misapplication, destruction, removal, or concealment of property; forgery, alteration or falsification of documents, including pre-signing logs or falsification of signatures; authorizing or receiving compensation for services not performed, authorizing or receiving compensation for hours not worked.

T. **"Government"** means the government of the United States of America.

U. **"Housing Services" (HS) -** The Milwaukee County DHHS Housing Services provides housing, utility assistance and services that support the well-being of individuals and families who need safe and affordable housing.

V. **"Independent Service Provider"** - An individual independent contractor with a contractual relationship with Provider, who is not an employee of the Provider.

W. **"Indirect Staff"-** An employee or individual independent contractor who is not a Direct Service Provider, but is associated with Covered Services as a supervisor, billing staff, case records and/or

quality assurance worker, and/or is someone (i.e.: volunteer) who has access to Service Recipients, Service Recipient property, and/or Service Recipient information. Agency owner, President, CEO, Executive Director, and/or Senior Staff are considered Indirect Staff if reporting to work at a site where Covered Services are provided or have access to Service Recipient's information or property.

X. "**Liquidated Damages**"- are damages calculated for a performance failure that would cause actual damages. It represents an amount that is a reasonable reflection of the potential damages caused by the nonperformance or delay performance examples: delay in providing services to a Service Recipient, delay in replacement of loss of key personnel, or an error in calculating a benefit or delay in responding to notices including document or info requests or not meeting Agreement deadlines like audit submission, extension etc. or Agreement termination guidelines per Agreement.

Y. **"Milwaukee County Department of Health and Human Services" (DHHS) –** A governmental subunit of Milwaukee County created by action of the Milwaukee County Board of Supervisors as authorized by state statute to provide or purchase care or treatment services for residents of Milwaukee County. The Milwaukee County Department of Health & Human Services exists to serve those in need. We know that sometimes people need support, especially during the most difficult times in their lives, whether it be experiencing homelessness, a mental health crisis, interacting with law enforcement as a youth or caring for a child with disabilities. Department of Health & Human Services is comprised of: Milwaukee County Aging and Disabilities Services, Milwaukee County Behavioral Health Services, Milwaukee County Housing Services, Milwaukee County Veterans' Services, Milwaukee County Child Support Services and Milwaukee County Children, Youth & Family Services.

Z. **"Milwaukee County Mental Health Board (MHB)"** - Is a statutorily created board constituted under 2013 Wisconsin Act 203. The Act includes a transfer of control of all mental health functions, programs, and services in Milwaukee County, including those relating to alcohol and other substance abuse, to the MHB.

AA. **"Participant"** - Individual who is mandated, referred to or enrolled in the Purchaser's Program (refer to definition under Service Recipient).

BB. **"Policies and Procedures" –** Purchaser policies and procedures, program/service descriptions, scopes of works, notices, this Agreement, and/or other program specific written (including email) requirements and all applicable federal, state and county statutes, regulations, and administrative codes which are in effect at the time of the delivery of Covered Services.

CC. **"Provider/Contractor/Vendor/Agency"** - Entity or individual with whom this Agreement has been executed. Provider and Contractor/Vendor/Agency have been used interchangeably throughout this document. All of those labels refer to the entity or individual with whom this Agreement has been executed.

DD. **"Provider Network" –** A network of community agencies and individual providers who deliver mental health, substance use/abuse, social and supportive services with whom an Agreement has been executed.

EE. **"Quality Assurance/Quality Management/Utilization Review"** - A system that provides ongoing monitoring activities related to the quality, appropriateness, necessity, effectiveness, efficiency,

cost, and utilization including implementation of corrective actions determined and authorized by the Purchaser or County to be appropriate, including recoupment of monies if deemed necessary.

FF. **"Scope of Work/Statement of Work (SOW)"** - Document outlining the work that is to be carried out under a Agreement, identified by specific tasks, timelines, procedures, schedule of deliverables, and regulatory requirements. SOW includes Scope of Services.

GG. **"Service Documentation"** – Consents, screening/assessments, service plans/treatment plans, reviews, clinical notes, case notes, progress notes, provider notes, health records, monthly reports, dosage data, ledgers, budgets, and all other written or electronic program and/or fiscal records relating to Covered Services.

HH. **"Service Plan"** - Written document that describes the type, frequency and/or duration of the Covered Services that are to be provided to enrolled Participant and/or Participant's family. For CARS, Service Plan refers to a Single Coordinated Care Plan and Individualized Recovery Plan. For Wraparound Milwaukee, Service Plan refers to the Plan of Care. For Children, Youth & Family Services, Service Plan refers to the Service Plan Authorization Form and/or the Service Plan Amendment. For the Aging & Disabilities Services and Housing Services, Service Plan refers to an Individualized Service Plan and Individual Family Service Plan.

II. **"Service Recipient"** - Person or persons identified in a service authorization or service plan as the recipient of Covered Services provided by the Direct Service Provider. Also referred to as participant, consumer, Service Recipient, patient, enrollee, or resident.

JJ. **"Site Review/Audit"** – Also referred to as Administrative Review, Compliance Review, or Desk Review is a physical inspection of Provider's premise, and/or visual inspection (on-site/off-site) of records and service documentation which may include interviews. of appropriate persons or individuals including but not limited to: employee(s), Independent Contractor(s), volunteer(s), intern(s), owner(s), officer(s) and/or director(s), participants, service recipients, parent/guardians, individuals with knowledge of the services recipient's receipt of the Covered Service. The above may be conducted by Purchaser representatives, the Milwaukee County Audit Services Division and representatives of appropriate federal, state or local agencies.

KK." **State**" - The word State when used in this Agreement shall mean the State of Wisconsin.

LL. **"Targeted Business Enterprise" – (TBE)** A TBE business is a for-profit entity as a DBE, minority, women or small business and must be certified or registered with at least one of the following:

- ACDBE/DBE certified by the WisUCP
- MBE certified as a minority-owned business with the State of Wisconsin DOA
- WBE certified as a women-owned business with the State of Wisconsin DOA
- SBE registered as a small business concern (by federal size standards, NAICS and registered in SAM)
- SBE certified as a small business with Milwaukee County.

MM. **"Veterans' Services" –** Assists Veterans and their families in accessing a broad spectrum of Federal, State and local benefits and services that include VA guaranteed home loans, property tax credit, burial assistance, survivors' benefits, education and retraining grants, disability compensation, Veteran ID cards, military records, discharge upgrades, emergency assistance grants, legal services, employment assistance, VA health care, vital records, etc. Our staff is here to help Veterans navigate the complex system of Veterans' benefits, services. and resources. Our mission is to serve all veterans and their families, with dignity and compassion, by providing prompt and courteous assistance in the preparation and submission of claims for benefits for which they may be eligible, and to serve as their principal advocate on veterans' related issues.

"Child Support Services" (CSS)- A service area of County that operates Wisconsin's child support program for Milwaukee County. In doing so, CSS locates absent parents, establishes paternity and establishes and enforces child support orders.

Attachment D

FINANCIAL TERMS

SCHEDULE OF SERVICES & RATES
2026-27 FEE-FOR-SERVICE AGREEMENT
Milwaukee County Department of Health and Human Services

ATTACHMENT J
POLICY AND PROCEDURE SIGN-OFF FORM
ALL PROVIDERS

POLICY AND PROCEDURE ATTESTATION

Agency Name: _____

The intent of this sign-off form is to ensure Provider Agencies, and their Direct Service Providers and Indirect Staff have accessed, read, understand and will implement all applicable Policies and procedures identified in the Agreement/Contract and listed below in **addition to any service guidelines/expectations/directives referenced in the Provider Programs and Network.**

I hereby represent and warrant that our Agency and all Direct Service Providers and Indirect Staff have accessed, read, understand and will implement all applicable Policies and procedures identified in the Agreement/Contract and listed above and/or as identified in the following links in addition to any service guidelines/expectations/directives referenced in the Provider Programs and Network: https://county.milwaukee.gov/EN/DHHS/Provider-Portal

Signature_____

Name of the Signor_____

Title of the Signor_____

Attachment N

Business Associate Agreement

MILWAUKEE COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective *Month, Day, 2026* by and between the Milwaukee County Department of Health & Human Services ("Covered Entity") *and Organization Name* ("Business Associate") (collectively the "Parties") and applies to the Parties' Agreement, *attached.*

2. BACKGROUND

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH" Act), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). Services, activities, or functions covered by this Agreement include, but are not limited to Statement of Work (SOW).

The Covered Entity and Business Associate agree to modify the Agreement to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Agreement and after Agreement termination. The parties agree that any conflict between provisions of the Agreement and the Agreement will be governed by the terms of the Agreement.

3. DEFINITIONS

The following terms shall have the following meaning in this Agreement. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms specified in the Privacy Rule.

a. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402 and shall include unauthorized acquisition, access, use or disclosure of Protected Health Information ("PHI") that compromises the security or privacy of such information.

b. ″Corrective Action Plan″ means a plan communicated by the Covered Entity to the Business Associate for the Business Associate to follow in the event of any threatened or actual use or disclosure of any PHI that is not specifically authorized by this Agreement, or in the event that any PHI is lost or cannot be accounted for by the Business Associate.

c. “Disclosure” means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

d. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

e. “Incident” means a use or disclosure of PHI by the Business Associate or subcontractor not authorized by this Agreement or in writing by the Covered Entity; a breach, a complaint by an individual who is the subject of any PHI created or maintained by the Business Associate on behalf of the Covered Entity; and any Federal HIPAA-related compliance contact. Also included in this definition is any attempted, successful or unsuccessful, unauthorized access, modification, or destruction of PHI, including electronic PHI, or interference with the operation of any information system that contains PHI.

f. “Individual*”* means the person who is the subject of PHI or the personal representative of an Individual as defined and provided for under applicable provisions of HIPAA.

g. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.

h. “Protected Health Information (PHI)” means health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

i. “Unsecured Protected Health Information” means health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the HHS Secretary in guidance or as otherwise defined in §13402(h) of the HITECH ACT and 45 CFR § 164.402.

4. RESPONSIBILITIES OF BUSINESS ASSOCIATE

j. Business Associate shall not use or disclose any PHI except as permitted or required by the Contract or this Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, provided that such use or disclosure would not violate the HIPAA regulations if done by the Covered Entity.

k. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e) and 42 CFR Part 2.

l. Business Associate shall be directly responsible for full compliance with relevant requirements of the Privacy Rule to the same extent as the Covered Entity.

m. Business Associate shall comply with Section 13405(b) of the HITECH Act when using, disclosing, or requesting PHI in relation to this Agreement by limiting disclosures as required by HIPAA.

n. Business Associate shall refrain from receiving any remuneration in exchange for any Individual's PHI unless (1) that exchange is pursuant to a valid authorization that includes a specification of whether PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual, or (2) satisfies one of the exceptions enumerated in Section 13405(e)(2) of the HITECH Act or HIPAA regulations.

o. Business Associate shall refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act.

p. Business Associate shall inform the Covered Entity if it or its subcontractors will perform any work outside the U.S. that involves access to, or the disclosure of, Protected Health Information.

5. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

a. Business Associate shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical safeguards that: (1) reasonably and appropriately safeguard the confidentiality, integrity, and availability of PHI, in any form of media, that it creates, receives, maintains, uses or transmits on behalf of the Covered Entity, inclusive of 42 CFR Part 2 information; and (2) to prevent use and disclosure of PHI other than as provided for by this Agreement.

b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

6. REPORTING OF INCIDENTS TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate agrees to inform the Covered Entity of any Incident covered by this section, including an Incident reported to Business Associate by subcontractors or agents, and inclusive of any unauthorized uses, disclosures or breaches of PHI and 42 CFR Part 2 information.

a. **Discovery of Incident**. The Business Associate must inform the Covered Entity by telephone call plus email or fax immediately within the same day of the discovery of any Incident, including but not limited to: the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to be acquired by an unauthorized person; the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement; or the discovery of potential loss of confidential data affecting this Agreement.

(i) The Incident shall be treated as "discovered" as of the first day on which the Incident is known to the Business Associate, or, by exercising reasonable diligence would have been known to the Business Associate;
(ii) Notification shall occur within the first business day that follows discovery of the Incident.

b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI including complying with a reasonable Corrective Action Plan.

c. **Investigation of Breach**. The Business Associate shall immediately investigate the Incident and report in writing within one week to the Covered Entity:
(i) Each Individual whose PHI has been or is reasonably to have been accessed, acquired, or disclosed during the Incident;
(ii) A description of the types of PHI that were involved in the Incident (such as full name, social security number, date of birth, home address, account number, etc.);
(iii) A description of unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data;
(iv) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized;
(v) A description of probable causes of the improper use or disclosure;
(vi) A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses and to protect against further Incidents;
(vii) The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence; and
(viii) A corrective action plan that includes the steps the Business Associate has taken or shall take to prevent future similar Incidents.

d. **Covered Entity Contact Information.** To direct communications to above-referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

DHHS Privacy Officer:
c/o Vicky Wheaton

Milwaukee County Behavioral Health Services
1230 W. Cherry Street
Milwaukee, WI 53205
Email: vicki.wheaton@milwaukeecountywi.gov

7. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUB-CONTRACTORS AND AGENTS OF THE BUSINESS ASSOCIATE

The Business Associate agrees to ensure that any agents or subcontractors, to whom the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions in writing applicable to the Business Associate in this Agreement. The Business Associate shall ensure that any agent, including a subcontractor to whom a Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect data; and report to the Covered Entity any Incident of which it becomes aware.

8. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Business Associate conducts any Standard Transaction for, or on behalf, of a Covered Entity, the Business Associate shall comply and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard.

b. Adds any Health Information elements or segments to the maximum defined Health Information Set.

c. Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specifications(s).

d. Changes the meaning or intent of the Standard’s Implementations Specification(s).

9. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access in accordance to 45 CFR 164.524 and Section 13405(f) of the HITECH Act to any PHI held by

the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity or as directed by Covered Entity, to an Individual, in order to meet requirements under the Privacy Rule.

10. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct PHI held by the Business Associate which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

11. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

The Business Associate agrees to document and make available to the Covered Entity or at the direction of the Covered Entity to an Individual such disclosures of PHI to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528 and §13405(c) of the HITECH Act and 42 CFR Part 2.

12. INTERNAL PRACTICES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity, or to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the HHS Secretary or designee, for purposes of determining compliance with the requirements of HIPAA. Further, the Business Associate agrees to promptly notify the Covered Entity of communications with HHS regarding PHI and will provide the Covered Entity with copies of any PHI or other information the Business Associate has made available to HHS under this provision.

13. JUDICIAL AND ADMINISTRATIVE PROCEEDINGS

In the event Business Associate receives a subpoena(s), court or administrative orders(s) or other discovery request(s) or mandate(s) for release of PHI, the Business Associate shall consult with the Covered Entity regarding its response(s) to such request(s). Business Associate shall notify Covered Entity of the request(s) as soon as reasonably practicable, but in any event, within five (5) calendar days of receipt of such request(s).

14. TERM AND TERMINATION OF AGREEMENT

a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:

   (i) Exercise any of its rights to reports, access, and inspection under this Agreement;
   (ii) Require the Business Associate within a 30-day period to cure the breach or end the violation;
   (iii) Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
   (iv) Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
   (v) If neither cure nor termination is feasible, report the violation to the HHS Secretary.

b. Before exercising either (ii) or (iii), the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

15. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration or other conclusion of this Agreement, the Business Associate will:

a. Return to the Covered Entity or, if return is not feasible, destroy all PHI and any compilation of PHI in any media or form. The Business Associate agrees to ensure that this provision also applies to PHI of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of PHI in any media is included in and covered by this provision, as well as all originals or copies of PHI provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **thirty (30)** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all PHI has been completed.

b. If the Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include:

   (vi) Paper, film, or other hard copy media: shredded or destroyed in order that PHI cannot be read or reconstructed; and
   (vii) Electronic media: cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST);

(viii) Redaction is specifically excluded as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

c. If the Business Associate believes that the return or destruction of PHI is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate and Covered Entity agree that return or destruction of PHI is not feasible, the Business Associate shall extend the protections of this Agreement to PHI and prohibit further uses or disclosures of the PHI of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any PHI subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

16. COMPLIANCE WITH STATE LAW

a. The Business Associate acknowledges that PHI from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of PHI.

17. MISCELLANEOUS PROVISIONS

a. Indemnification for Breach Notification. Business Associate shall indemnify the Covered Entity for costs associated with any Incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under 45 CFR Parts 160 and 164.

b. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.

c. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.

d. The Covered Entity may disclose 42 CFR Part 2 information to the Business Associate if the disclosure is for a Medicare, Medicaid or CHIP audit or evaluation, including a civil investigation or administrative remedy, or if the patient signs a written consent that the disclosure relates to payment and/or healthcare operations activities (but not treatment matters).

e. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

f. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be owner of any PHI created or received by Business Associate on behalf of Covered Entity.

g. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.

h. **Independent Contractor Status.** For the purposes of this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY	**BUSINESS ASSOCIATE**
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____