MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN AND HUMAN SERVICES

Professional Service Agreement

with

[Vendor Name]

For Period Jan 1, 2026- Dec 31, 2026

2026 PROFESSIONAL SERVICE AGREEMENT

INFOR Contract No:
Fed ID:
DHHS Service Area
Funding Source:

This Professional Service Agreement (the "PSA") is dated _____ (the "Effective Date") and is between the Milwaukee County Department of Health and Human Services - Service Area, a Wisconsin municipal body corporate located at service address, city, Wisconsin (the "County") and Vendor Name a type of business entity (e.g. corporation, limited liability company) with a primary place of business at headquarters address, city, state (the "Contractor") combined to be considered the Parties to this PSA ("Parties").

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Order of Precedence, Structure

1.1. Order of Precedence.

The PSA includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Milwaukee County Department of Health and Human Services Year 2026 Professional Service Agreement Guidelines - Program and Technical Requirements, and the Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract are incorporated herein by reference and made a part of this Agreement as if physically attached hereto and Contractor shall comply therewith.

The Parties shall follow the order below when resolving any inconsistencies between the terms of the PSA and the terms of any Schedule of Services / Statement of Work ("SOW"), exhibits, addenda, or attachments to the PSA:

1.1.1. This PSA
1.1.2. Attachment A: SOW, including any exhibits, addenda, or attachments thereto.
1.1.3. Attachment B: Definitions
1.1.4. Business Associate Agreement (If applicable).
1.1.5. Any exhibits, addenda, or attachments to this PSA, including other external documents incorporated by reference, which shall have precedence in the order they are attached to this PSA.

1.2. PSA Structure

Each SOW executed by the Parties under this PSA is subject to the terms and conditions of the PSA including all additional terms and conditions set forth in any exhibit, addendum, attachment or other similar document(s) incorporated by reference to the PSA which are applicable to that SOW.

2. Term and Termination.

2.1. Term.

The initial term of this PSA shall be from *Jan 1, 2026* through *December 31, 2026*. Thereafter, Milwaukee County may opt to extend this PSA by written notification, from the County, Ten (10) days prior to expiration of the then current contract term on current terms and conditions for three additional one-year options. Contract renewal(s) as permitted, beyond the initial term may only be exercised by written notification by Purchaser to Contractor.

Payment for services under this Contract will be made upon presentation of a written, itemized and verified statement upon such forms and in such detail as may be required by County.

2.2. Termination.

The Parties may terminate this PSA as detailed in this Section.

2.2.1. Termination for Breach

Either Party may terminate this PSA for breach if the other Party fails to meet its obligations under this PSA in a timely manner. To terminate for breach, the non-breaching Party must provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of thirty (30) days prior to the stated termination date.

2.2.1.1. Right to Cure

The breaching Party retains the right to cure any identified violations within ten (10) days of the notice of intent to terminate. The PSA will not terminate if the breaching Party successfully cures any violations within the 10-day window. The right to cure is limited to those violations which can reasonably be cured within the stated window. Each Party retains the right to terminate the PSA immediately if the breaching Party cannot cure within the prescribed cure period.

2.2.2. Termination for Convenience.

The County may terminate the PSA at any time and for any reason by giving the Contractor thirty (30) days written notice of termination.

2.2.3. Termination by the County for Insufficient Funds.

The County may terminate this PSA immediately and without any liability to the Contractor if the Milwaukee County Board of Supervisors/Milwaukee Mental Health Board fails to appropriate the funds required for the completion of this PSA or any SOW.

2.2.4. Rights & Obligations

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. The County's liability to the Contractor on termination is limited to either payment for goods and services delivered on or before the termination date, or specific performance by the County of any obligations under this PSA until the termination date. Any payment due from the County upon termination is limited to the unpaid amount due.

3. Compensation & Payment.

3.1. Payment Terms

The Contractor shall be compensated pursuant to the terms identified in the SOW. The above compensation shall include any and all out-of-pocket expenses incurred by the Contractor or its employees, including, without limitation, travel expenses.

Milwaukee County will not pre-pay for services.
The total amount paid under this agreement shall not exceed $X.XX. The vendor shall notify County 30 days before the value of goods and services provided under this agreement reaches the not to exceed amount. The vendor shall not perform any service nor provide any goods that would result in the County owing the vendor more than the not to exceed amount. Regardless of goods or services provided the County will not pay any amount beyond the not to exceed amount. The only way to increase the value of this agreement beyond the not to exceed amount is by a written amendment signed by both parties.

3.2. Cost of Performance of Obligations.

3.2.1. General

The Contractor shall assume responsibility for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this PSA, unless otherwise indicated. The Contractor shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.

3.2.2. Taxes

The County is exempt from federal excise taxes and Wisconsin state sales taxes. The Contractor shall submit its invoices without taxes.

3.2.3. Permits & Licenses, Governmental Fees

The Contractor shall assume responsibility for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of the Contractor's performance of services under this PSA, or which arise as a result of any compensation paid to the Contractor under this PSA.

3.3. State Prompt Pay Law Exemption.

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this PSA.

4. Invoicing the County.

Contractors shall have email access and the ability to submit electronic, Internet-based online invoices to Milwaukee County DHHS Accounting or designee.

The Contractor shall send the County an invoice promptly after providing a service or deliverable. Contractor is required to submit the final invoice for payment within fifteen (15) business days of the contract termination date. All Invoices must conform in format and content with requirements of the Milwaukee County Department of Health and Human Services Contract Administration that includes the following minimum information:

1) The Agreement's INFOR Contract # OR Purchase Order #.
2) The Effective Date of the Agreement.

3) The date the service or deliverable was provided.
4) Contractor's business name.
5) Payee name.
6) Contractor's address.
7) An invoice number.
8) An invoice date.
9) Contractor's email and phone # for billing issues.
10) An invoice line for each item or service.
11) Sufficient detail to support each invoice line (for example, units billed and unit rate, or hours billed and hourly rate).
12) The date due.
13) The amount billed

If requesting payment by Check, Contractor must include Contractor's remittance address.

If requesting payment by ACH, Contractor must include:

a) Bank Name.
b) Bank Location (city and state).
c) Bank's American Bankers Association routing number.
d) Payee's Bank Account #.
e) Type of Account (i.e. Checking or Savings).
f) Email address of Contractor's Accounts Receivable/Finance Department who should receive the remittance information (the receipt that the funds reached Contractor's bank account).

The Contractor must submit invoices to the following recipient by email in order for Contractor's invoices to be considered received by the County:

Department Name: Department of Health and Human Services
County Contact Title: Contract Administrator
Department Address: 1230 W. Cherry Street, Milwaukee, WI 53205
Department Email: DHHSAccounting@milwaukeecountywi.gov
CC: APinvoices@milwaukeecountywi.gov

The Billing Invoice Email subject line should be : Service Area, Agency name, INFOR contract number, month, year (example: CYFS ABC LLC 1234 January YY)
Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Contractor and the County's acceptance of the corresponding services that comply with the terms of this PSA.

Contractor is responsible for the accuracy of billings for Covered Services and agrees to comply with all Purchaser Policies and Procedures related to billing for Covered Services.

Contractor is under obligation to inform Purchaser if per Contractor's own estimate the contract will be underspent by 25% or more (according to section NOTICES).

County reserves the right to withhold or recover payment, in whole or in part, adjust Provider's invoice, or otherwise pursue repayment when Provider fails to deliver the Covered Services in accordance with the terms of this Agreement, or any other relevant Purchaser Policies and Procedures.

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

5. Data Use, Management, Oversight, and Sharing

5.1. Ownership of Data

Upon completion of the work or upon termination of the PSA, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that the Contractor has collected or prepared in carrying out this PSA shall be provided to and become the exclusive property of the County.

5.2. Use of the County's Data

Any reports, information, or data given to or prepared or assembled by the Contractor under this PSA shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. No reports or documents produced in whole or in part under this PSA shall be the subject of an application for copyright by or on behalf of the Contractor.

6. Targeted Business Enterprise Goals.

In compliance with MCCO §56.17(1d), the Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

The Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter 42 regarding Targeted Business Enterprise ("TBE") participation on Milwaukee County projects as detailed below.

6.1. Compliance with TBE Goal.

The Contractor shall adhere to the approved (DBE/TBE) participation plan documented in each SOW. The (DBE/TBE) participation plan requires the Contractor to commit a ____ percentage of its compensation under this PSA and any SOW to the use of a third-party (DBE/TBE) firm certified by the County or by another government entity whose (DBE/TBE) certifications are recognized by the County. The (DBE/TBE) firm must maintain its (DBE/TBE) certification throughout the term of any applicable SOW. The Contractor shall obtain written permission from the Office of Economic Inclusion prior to changing the approved TBE participation plan.

6.2. Tracking and Reporting Compliance.

The Contractor shall submit monthly reports in B2GNow and/or as otherwise required by the County for the purpose of demonstrating compliance with this Section.

6.3. The County's Remedies.

If the Contractor fails to maintain the level of TBE participation stated in the SOW, the Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If the

Contractor fails to reflect a good faith effort to achieve and maintain the level of TBE participation required by an SOW throughout the term of the SOW, the County may consider this as a material breach of the SOW and this PSA, and may terminate the SOW and/or the PSA as provided in this PSA.

6.4. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the Office of Economic Inclusion.

7. Confidentiality

The Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this PSA on behalf of the County or their designee. The Contractor further agrees that, aside from obligations under the public records law as more fully described in this PSA and as determined in cooperation with the County, the Contractor shall maintain all materials and communications developed under or relating to this PSA as confidential and shall disclose them only to or as directed by such individual or their designee. The Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require the Contractor to indemnify the County as provided in this PSA.

8. Milwaukee County Rights of Access and Audit.

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (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 Contractor related to the terms and performance of the PSA for a period of up to three years following the date of last payment, the end date of this PSA, or activity under this PSA, whichever is later. Any subcontractors or other parties performing work on this PSA will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this PSA will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor 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 MCCO.

9. Non-Discriminatory Contracts.

9.1. Compliance with MCCO §56.17(1a).

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, 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, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

9.2. Violations

When a violation of the non-discrimination, equal opportunity provisions of this section has been determined by the County, the Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to the Contractor, further violations of the section are committed during the term of the PSA, the County may terminate the PSA without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the PSA, or it may permit the Contractor to complete the PSA, but, in either event, the Contractor shall be ineligible to bid on any future contracts let by the County.

10. Indemnity.

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor and/or its agent(s) which may arise out of or is connected with the activities covered by this PSA. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

11. Insurance.

The Contractor shall, at its sole expense, acquire and maintain through the course of this PSA with Milwaukee County insurance policies with minimum limits listed below. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. 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:

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products-Completed Operations Limit	$2,000,000
Personal and Advertising injury Limit	$1,000,000

b. Business Automobile Liability Insurance: Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive

automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least:

Each accident for bodily injury and property damage combined	$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:

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 Contract, 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 Contract and for six years following the completion of this Contract. 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 Contract. 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) The insurance requirements contained in this Contract 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 Contract including any extension(s), shall constitute a material breach of the contract upon which Purchaser may immediately terminate this agreement.

(vii) The Contractor 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 PSA.
MCDHHS will be identified as Certificate Holder and Copies must be emailed to: dhhsca@milwaukeecountywi.gov

12. Prohibited Practices.

12.1. Conflict of Interest.

During the period of this PSA, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of the Contractor, has a conflict of interest.

12.2. Code of Ethics.

The Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"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."

The Contractor shall ensure all subcontractors and employees are familiar with the above statement.

12.3. Non-Conviction for Bribery.

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

12.4. Debarment or Suspension.

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

12.4.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

12.4.2. Have not, within a three-year period preceding the date of execution of this PSA, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of federal or Wisconsin state antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

12.4.3. Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and

12.4.4. Have not, within a three-year period preceding the date of execution of this PSA, had one or more public or governmental transactions terminated for cause or for default.

13. Compliance with Other County's Policies.

13.1. Safety and Security Policies.

The Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this PSA on the County's premises to comply with the County's safety and security policies that the County communicates to the extent that such policies are applicable to the site where the Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

13.2. Drug Use Policies.

Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, the Contractor will advise any employee of the Contractor who provides services under this PSA on the County's premises of the County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

13.2.1. If the County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or

13.2.2. As a consequence of an accident caused by or involving the Contractor's employee on the County's premises during the performance of this PSA and likely to have been related to the Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Contractor at the Contractor's expense, and the Contractor will address any positive results and handle accordingly. The Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.

13.3. Provision for Purchased or Loaned property

Any furniture, fixtures, or equipment (Property) purchased by Contractor or County, with program funds, or loaned to Contractor under this Contract, remains the sole property of County, and in its discretion, County may require such property to be returned to County upon termination of the Contract or any certified service related to the use of the property. Refer to policy DHHS No. 007, Provisions for Purchased or Loaned Property (policy can be found at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal)

13.4. Staffing

Contractor's employees listed below (if Applicable) are to be assigned to the project and work the approximate hours at the billing rate(s) listed below:

Name	Position
Estimated Hours	Billing Rate
Refer Attachment A (as applicable)	

Contractor shall not replace the employees listed above without the prior written approval of the County. If the successor to any of those employees cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The employees listed above shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

Additionally, the Contractor shall obtain prior written Milwaukee County approval for all sub-consultants/subcontractors and/or associates to be used in performing its contractual obligations.

13.5. Provision for Data and Information System

Contractor shall either utilize computer applications that are compatible with applicable State, County, and other authorized systems in maintaining data related to the Contract

or bear full responsibility for the cost of converting program data into formats useable by State, County, and other authorized systems. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including 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

13.6. Withholding of Payments

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures and methds, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Health and Human Services' administrative policies. Contractor shall cooperate fully in all compliance, quality, and fiscal reviews and/or audits, and complaint/grievance procedures, and submit in a timely manner (if required), corrective action plans, or any other requests for additional information documents and/or information by County. County may withhold payment entirely or take other action consistent with DHHS Policy 005, Contractor/Provider Obligations until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

13.7. Continuity of Service

13.7.1. Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption. When this contract terminates for any reason Contractor shall:(i) furnish phase-in, phase-out services for up to 30 days after termination; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to County's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

13.7.2. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

13.8. Resolution of Disputes

The Contractor may file a formal grievance or otherwise appeal decisions of Purchaser in accordance with Purchaser Policies, Procedures, or Milwaukee County Ordinance if such determination is reviewable under DHHS Policies or BHD Policies and Procedures, as applicable, or Milwaukee County law.

13.9. Whistleblower Policy

Purchaser and Provider agree that ensuring that DSPs, Indirect Staff, contract staff, Independent Service Provider(s), and volunteer(s) 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 provisions of the Sarbanes-Oxley Act of 2002 (SOX), as applicable, as well as other state and/or federal whistleblower protection laws. The Milwaukee County Department of Health and Human Services (DHHS) requires all Providers contracting with the department, to adopt and implement a whistleblower policy, which shall be made available upon request per DHHS Whistleblower Policy and Procedure, No. 003 (https://county.milwaukee.gov/EN/DHHS/Provider-Portal).

13.10. Surety Bond

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. 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.

14. Notices.

All notices with respect to this PSA shall be in writing. Except as otherwise expressly provided in this PSA, a notice shall be deemed duly given and received upon delivery, if delivered by hand or e-mail, or three days after posting via US Mail, to the party addressed as follows:

To the Contractor:		**To the County:**	
Entity Name:		**Department:**	Department of Health and Human Services-Contract Administration
ATTN:	Name, Title	**ATTN:**	Dennis Buesing, Contract Administrator
Address:		**Address:**	1230 W. Cherry Street Milwaukee, WI 53205
E-mail:		**E-mail:**	dhhsca@milwaukeecountywi.gov
with a copy to:			

Either party may designate a new address for purposes of this PSA by written notice to the other party. Vendor agrees to notify Purchaser in writing within 5 business days (except where otherwise identified) of any changes or conditions relating to PSA.

The Vendor shall notify the County in writing within five business days of any of the following changes:
a. Vendor's name
b. Federal Taxpayer Identification Number
In these situations, the Contractor will submit its current Form W-9 to the County.

15. Public Records.

County must comply with the requirements of Wisconsin's public records law, including Section 19.36(3) of the Wisconsin Statutes. As such, County must make any records

Contractor produces or collects under this PSA available to the same extent as if the record were maintained by County. Contractor shall assist County in complying with any statutorily sufficient request for such records. Contractor shall indemnify County as to any action brought under Wisconsin's public records law due to any of the following: (i) Contractor's failure to maintain potentially responsive records for a period of three years; (ii) Contractor's failure to assist in producing responsive records; or (iii) Contractor's assertion of any privilege or exemption to disclosing such records.

16. Independent Contractor.

Nothing contained in this PSA shall create a partnership or joint venture between the County or its successors or assigns and the Contractor or its successors or assigns. In entering into this PSA, and in acting in compliance herewith, the Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this PSA shall give the Contractor any authority to supervise, manage, and/or direct employees of the County.

17. Subcontracting and Contractor's Agents.

The Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable the Contractor to perform its obligations under this PSA. Agents used or supplied by the Contractor in the performance of any services are employees or agents of the Contractor, and under no circumstances are such individuals to be considered employees of the County. The Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnels' and/or agents' entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. The Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of the County's policies.

18. Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this PSA. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

19. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

20. Choice of Law.

This PSA shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any

litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

21. Assignment Limitation, Subcontracts.

This PSA shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of the County.

22. Severability.

If any part of this PSA is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this PSA, unless the PSA so construed fails to meet the essential business purposes of the Parties as manifested herein.

23. Modification and Waiver.

This PSA may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this PSA, is contrary to, or conflicts with this PSA, the terms of this PSA shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this PSA. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this PSA.

24. Entire Agreement.

This PSA and all properly executed SOWs constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective proper officers,

Signatures must be in BLACK or BLUE ink only.

FOR: MILWAUKEE COUNTY

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

FOR: CONTRACTOR

(Signature) Date

(Please print name of person signing)

[Signatures Continue on Following Page]

Service Area Approval

Name, Administrator Date
Service Area
Department of Health and Human Services

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

Comptroller Date

Risk Management Approval

Risk Management Date

Approved with Regard to MCGO ch. 42

Director Date
Office of Economic Inclusion

Corp. Counsel Approved for Execution

Corporation Counsel Date

County Executive Approval

David Crowley Date

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

Corporation Counsel Date

Attachment A
Scope of Work (SOW)

Attachment B
Definitions

Definitions

As used in this Contract, 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 contractor 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. **"Contract"** - 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 Contract 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 Contract 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 county-wide 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 contract deadlines like audit submission, extension etc. or contract termination guidelines per contract.

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 contract, 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.

NN. **"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 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' Contract, *attached.*

1. 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 Contract 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 Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

2. 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.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

a. 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.

b. 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.

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

d. 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.

e. 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.

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

g. 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.

4. 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.

5. 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 SUBCONTRACTORS 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:

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