

# Dane County Contract Cover Sheet

RES 211  
Significant

<b>Dept./Division</b>	Administration	<b>Contract #</b> <small>Admin will assign</small>	<b>14132</b>
<b>Vendor Name</b>	Maxim Healthcare Staffing	<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Vendor MUNIS #</b>	30486	<b>Type of Contract</b>	
<b>Brief Contract Title/Description</b>	Contract Tracing Assistance	<input checked="" type="checkbox"/>	<b>Dane County Contract</b>
<b>Contract Term</b>	September 15, 2020-December 31, 2020	<input type="checkbox"/>	<b>Grant</b>
<b>Total Contract Amount</b>	\$ 1,100,000.00	<input type="checkbox"/>	<b>County Lessee</b>
		<input type="checkbox"/>	<b>County Lessor</b>
		<input type="checkbox"/>	<b>Intergovernmental</b>
		<input type="checkbox"/>	<b>Purchase of Property</b>
		<input type="checkbox"/>	<b>Property Sale</b>
		<input type="checkbox"/>	<b>Other</b>

<b>Purchasing Authority</b>	<input type="checkbox"/> <b>\$11,000 or under – Best Judgment</b> (1 quote required)		
	<input type="checkbox"/> <b>Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)		
	<input type="checkbox"/> <b>Over \$37,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)		<b>RFB/RFP #</b>
	<input type="checkbox"/> <b>Bid Waiver – \$37,000 or under</b> (\$25,000 or under Public Works)		
	<input checked="" type="checkbox"/> <b>Bid Waiver – Over \$37,000</b> (N/A to Public Works)		
	<input type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>		

<b>MUNIS Req.</b>	Org Code	ADMADM	Obj Code	20025	Amount	\$ 1,100,000.00
<b>Req #</b>	2291	Org Code	Obj Code		Amount	\$
<b>Year</b>	2020	Org Code	Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				<b>Res #</b>	211
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				<b>Year</b>	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	9/18/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Carolyn Clow	<b>Name</b>	Josh Corcoran
<b>Phone #</b>	608-266-4966	<b>Phone #</b>	608-512-2150
<b>Email</b>	clow.carolyn@countyofdane.com	<b>Email</b>	jocorcor@maxhealth.com
<b>Address</b>	CCB, Room 425	<b>Address</b>	5100 Eastpark Blvd, Suite 100 Madison, WI 53718

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by: Dan Lowndes</b>
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

<b>Department Approval of Contract</b>		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
	Charles Hicklin	9/18/20
	<b>Printed Name</b>	

## Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<i>Greg Brockmeyer</i>	9/21/20
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<i>David Gault</i>	9/21/20
	<b>Comments</b>	

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, September 21, 2020 7:54 AM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie  
**Subject:** Contract #14132  
**Attachments:** 14132.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 9/21/2020 8:33 AM	Approve: 9/21/2020 8:33 AM
	Clow, Carolyn		Approve: 9/21/2020 7:55 AM
	Gault, David	Read: 9/21/2020 9:08 AM	Approve: 9/21/2020 9:16 AM
	Lowndes, Daniel		Approve: 9/21/2020 8:08 AM
	Stavn, Stephanie	Read: 9/21/2020 9:16 AM	

Contract #14132  
Department: Administration  
Vendor: Maxim Healthcare Staffing  
Contract Description: Provide Contract Tracing Assistance (Res 211)  
Contract Term: 9/15/20 – 12/31/20  
Contract Amount: \$1,100,000

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 362, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711



**DANE COUNTY CONTRACT # 14132**



**# of Pages Including Schedules:** 22  
**Expiration Date:** December 31, 2020  
**Authority:** Res. # 211, 20-21  
**Department:** Human Services  
**Maximum Cost:** \$1,100,000  
**Registered Agent:** Corporation Service Company

**Registered Agent Address:** 8040 Excelsior Dr, Suite  
400  
Madison, WI 53717

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Maxim Healthcare Staffing Services, Inc. (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Room 507, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing staffing services for contact tracing; and

**WHEREAS** PROVIDER, whose address is 7227 Lee Deforest Drive, Columbia, MD 21046, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE:**

A. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

**Commercial General Liability.**

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Professional Liability.**

PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's 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 five (5) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, PROVIDER shall purchase and maintain tail coverage should any of the liability policies be terminated and not replaced with another claims-made policy with equivalent coverage. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading,



demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation

regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. MISCELLANEOUS:**

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

E-Signed: 09/18/2020 04:25 PM EDT  
*Troy Thomas*  
trthomas@maxhealth.com  
IP: 148.59.45.115  
**Sertifi Electronic Signature**  
DocID: 20200918144147659

09/18/2020  
Date Signed

\_\_\_\_\_  
Date Signed

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date Signed

\* [print name and title, below signature line of any person signing this document]

## **SCHEDULE A**

### **Scope of Services**

Provider shall provide one or more licensed or unlicensed healthcare providers (collectively, "Personnel") as specified by COUNTY to provide off-site, remote healthcare Tracer services to COUNTY, subject to availability of qualified Personnel, to perform duties as stated herein and as more fully defined in the attached "Rider(s)."

PROVIDER will supply COUNTY with Personnel to fulfill the following roles and responsibilities:

Roles and responsibilities will vary based upon the situational needs within the COVID-19 pandemic response. All roles will require the following:

- Keep current on COVID-19 guidelines and recommendations
- Attend the weekly Department of Health Services webinar on Wednesdays. If unable to attend, review information from the webinar on the PCA portal
- Listen in to the Tuesday and Friday PHMDC ICS brief, or read the situational update sent out at the end of those days
- Provide feedback to leads
- Attends daily Disease Control Unit Calls on scheduled work days

Specific roles are defined as follows:

#### **A. CONTRACT TRACER(S) (will include the below):**

##### **I. CASE INVESTIGATOR**

Reports to: Epi Team Lead

##### General Responsibilities

1. Provide case follow up for individuals with covid-19
2. Conduct contact tracing of covid-19 cases
3. Follow-up with household contacts and associated sites of covid-19 cases
4. Provide community resource information as appropriate
5. Connect clients with Logistics for assistance with bills and food
6. Record all follow-up in WEDSS (Wisconsin Electronic Disease Surveillance System) per PHMDC guidelines

##### **II. CONTACT TRACER**

Reports to: Epi Team Lead

##### General Responsibilities

1. Provide follow up for individuals identified as non-household contacts of covid-19 cases
2. Provide community resource information as appropriate
3. Connect clients with Logistics for assistance with bills and food
4. Follow up with travelers
5. Record all follow-up in WEDSS per PHMDC guidelines

**B. ADMINISTRATIVE (will include the below):**

**I. WEDSS SUPPORT**

Reports to: WEDSS Team Lead

General Responsibilities

1. Assigns cases and contacts in WEDSS
2. Import lab reports and web reports from staging
3. Process new disease incident according to PHMDC guidelines
4. Ensure quality of WEDSS data

**II. GENERAL SUPPORT**

Reports to: WEDSS Team Lead

General Responsibilities

1. Check new covid-19 referrals for missing contact information, obtain this information as necessary
2. Create new diseases incidents, contact investigations, and site outbreaks in WEDSS
3. Assign referrals in WEDSS and the referral logs (disease incidents, contact investigations, site outbreaks)
4. Process faxes and internal referrals from after-hours pages

PROVIDER will supply COUNTY with Personnel who meet the following criteria and will provide evidence of the following to COUNTY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by COUNTY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by COUNTY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed PROVIDER standard OSHA and HIPAA training.
- 8) If assignment includes administering a vaccine, assigned staff must be licensed as Registered Nurse (RN) at a minimum and credentialing must be presented prior to work assignment
- 9) Vaccinations required by COUNTY
  - a. Required vaccinations and/or negative tests:
    - Influenza
    - MMR

- Varicella
  - TDAP
  - Hepatitis B Series and serology (for Personnel performing work with blood borne pathogen exposure such as drawing blood or administering immunizations)
- b. Vaccinations/tests that can be pending: MMR, Varicella, TDAP.
- 10) TB testing/chest X-rays, CPR certification(s), and/or Vaccinations is/are not required for Remote Provider Personnel.

**Personnel.** All Personnel provided by PROVIDER shall be employees or contractors of PROVIDER, and not of COUNTY. PROVIDER'S duty to supply Personnel on request of COUNTY is subject to the availability of qualified PROVIDER Personnel. Subject to the availability of Personnel, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by COUNTY, PROVIDER will provide COUNTY with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's fair market value rate.

**Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

**Employer-Employee Relationship.** Personnel provided to COUNTY are employees of PROVIDER and are subject to PROVIDER'S standard screening process, as well as additional qualifications as required in this Agreement.

**Responsibility for Tracer(s).** COUNTY retains full authority and responsibility for directing the Tracer and/or Remote Service(s), as applicable. Additionally, COUNTY retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and any other applicable federal or state law and guidelines.

**Work Environment.** If Service(s) are provided on-site, COUNTY will provide a clean and properly maintained workspace for Provider that will enable Provider to safely provide Services. COUNTY will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Provider's Personnel reasonable access to telephones for business use. Provider will not be responsible for the proper maintenance of any property supplied by COUNTY. Provider will assume no responsibility or liability for crowd control and security at Tracer(s).

**Guarantee.** COUNTY and PROVIDER hereby agree that the FACILITY shall schedule PROVIDER Personnel for a minimum of four (4) hours for an assignment shift. COUNTY acknowledges and agrees that there is a substantial investment incurred by PROVIDER in recruiting, training, and employing Personnel to provide Services to FACILITY, as well

as recruiting challenges for identifying Personnel willing and able to work for less than above minimum shift requirement(s).

**Orientation.** COUNTY will promptly provide PROVIDER Personnel with an adequate and timely orientation to the FACILITY and COUNTY 's premises. COUNTY shall review instructions regarding confidentiality and orient PROVIDER Personnel to any Exposure Control Plan of the COUNTY as it pertains to OSHA requirements for blood-borne pathogens, as well as any of COUNTY's specific policies and procedures provided to PROVIDER for such purpose. PROVIDER will provide information to access to all Tracers to complete the Johns Hopkins University COVID-19 Contact Tracing Cousera training prior to the first day with the COUNTY.

**Float Policy.** Subject to prior written notification, COUNTY may reassign Per Diem Personnel to a different COUNTY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Per Diem Personnel satisfy the requisite specialty qualifications. If COUNTY Floats Per Diem Personnel, the Per Diem Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. COUNTY will provide the Per Diem Personnel with additional orientation regarding the Float as necessary. If Per Diem Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Per Diem Personnel assignment remains the applicable reimbursement rate despite the Float. If Per Diem Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Per Diem Personnel continues to work in that staff classification.

**Incident Reports.** COUNTY shall report to PROVIDER any unexpected incident known to involve any Provider Personnel (such as Personnel errors or other unanticipated event or injuries known or suspected to be attributable to Provider Personnel, and any safety hazards known to be caused by or the result of Services provided by Personnel) if the incident may have an adverse impact on the COUNTY and/or PROVIDER, in order to comply with PROVIDER's incident tracking program. Incident Reports are not required for routine Services being performed by Provider Personnel. Complaints and grievances regarding PROVIDER Personnel may be reported to the local PROVIDER representative at any time.

**Data Security.** COUNTY will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. COUNTY will be responsible for providing all education and training to PROVIDER Personnel as it relates to COUNTY's privacy and security processes, including, without limitation the COUNTY's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. COUNTY acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by PROVIDER Personnel and that in terms of Provider Personnel placed in the COUNTY's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable

information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by PROVIDER Personnel would be done solely in the COUNTY's technical environment.

**Supplies.** COUNTY and/or COUNTY on behalf of FACILITY will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to thermometer(s) and thermometer related supplies, gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) and any other medical supplies required to perform Services ("Supplies") to PROVIDER Personnel. COUNTY and/or COUNTY on behalf of FACILITY shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal.

**Pending Credentialing Waiver(s).** If COUNTY and/or COUNTY on behalf of FACILITY accepts PROVIDER Personnel to begin work assignment(s) while any credentialing requirement(s) is/are pending, COUNTY and/or COUNTY on behalf of FACILITY agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with the credentialing result(s), or inability to perform credentialing, under this Agreement. Acceptance of PROVIDER Personnel for work assignment(s) constitutes Acceptance.

**Assignment(s).**

- A. **Assignment(s) Guarantee(s).** In the event the COUNTY requests to cancel PROVIDER Personnel assignments, the COUNTY will make best efforts to provide PROVIDER at least two (2) weeks' notice. Acceptance of PROVIDER Personnel for work assignment(s) constitutes Acceptance of assignment.
- B. **Assignment Cancellation prior to Assignment Start Date.** If COUNTY cancels assignment(s) less than ten (10) business days' notice, including, but not limited to before Assignment(s) Start Date(s), COUNTY will be required to pay PROVIDER a fee equal to: the sum of forty (40) hours of such Personnel's rate subtracted by any hours worked by PROVIDER Personnel after notice is given (calculated as Rate x 40 Hours - Hours Worked after cancellation notice) for each Assignment(s) cancelled that was confirmed via the Candidate Confirmation List(s).
- C. **Assignment Cancellation for Convenience.** COUNTY agrees to utilize Travel Personnel for the specified period of time, outlined in the Assignment Confirmation. Should COUNTY staffing needs change and COUNTY wishes to cancel Travel Personnel already being utilized on contract, COUNTY must give PROVIDER fourteen (14) days' notice before cancellation date. If COUNTY does not provide required notice, COUNTY will be required to pay PROVIDER a fee equal to: the sum of seventy-two (72) hours of such Personnel's rate subtracted by any hours worked by Travel Personnel after notice is given (calculated as Travel Bill Rate x 72 Hours - Hours Worked after cancellation notice). PROVIDER will make reasonable effort to place Travel Personnel in other facilities in the area.



- D. **Candidate Confirmation List(s).** Each Candidate will be confirmed in writing via the Candidate Confirmation List(s) that will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the COUNTY and PROVIDER once Candidate is initially approved by PROVIDER to begin PROVIDER credentialing process. Inclusion of Personnel on Candidate Confirmation List will constitute Acceptance by COUNTY unless COUNTY rejects Candidate(s) within two (2) hours of receipt of Confirmation. Should a dispute arise, the Candidate Confirmation List(s) shall supersede any and all prior oral and written understandings.
- E. **Incorporation of Candidate Confirmation(s).** COUNTY agrees that Candidate Confirmation List(s) are incorporated herein by reference and form a part of this Agreement.

**Quarantine.** COUNTY agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine, as directed by COUNTY and upon immediate written notification from COUNTY to PROVIDER, while on assignment at COUNTY facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to COUNTY.

**Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER Personnel last worked a shift for COUNTY, COUNTY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by PROVIDER during the term of this Agreement. COUNTY understands and agrees that PROVIDER is not an employment agency and that Personnel are assigned to the COUNTY to render temporary service(s) and are not assigned to become employed by the COUNTY. The COUNTY further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that COUNTY, or any affiliate, subsidiary, department, or division of COUNTY hires, employs or solicits PROVIDER Personnel, COUNTY will be in breach of this Agreement. COUNTY agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through PROVIDER for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days' notice period; OR (b) to pay PROVIDER liquidated damages equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

## SCHEDULE B

### Pricing Structure and Payment

**Rates.** The following Rates shall apply:

Service	Hourly Rate
Contact Tracer	\$28.00
Administrative	\$28.00

**Orientation.** Rates listed above will be charged for all time spent in orientation.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or per applicable state law and will be one and one-half (1.5) times the billing rate.

**Holidays.** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday and will be one and one-half (1.5) times the billing rate:

New Year's Eve (from 3 PM)	New Year's Day	Presidents Day
Martin Luther King Day	Easter	Memorial Day
Independence Day	Labor Day	Christmas Day
Thanksgiving Day	Christmas Eve (from 3 PM)	

**Invoicing.** PROVIDER will supply Personnel under this Agreement at the rates listed in the Rider(s) to this Agreement. PROVIDER will submit invoices to COUNTY every week for Personnel provided to COUNTY during the preceding week. Invoices shall be submitted to [invoices-admin@countyofdane.com](mailto:invoices-admin@countyofdane.com).

**Payment.** All amounts payable to PROVIDER are due and payable within thirty (30) days from date of such invoice. COUNTY will send all payments to PROVIDER at the address set forth of the invoice.

## **SCHEDULE C**

### **Reports**

No reports are required under this contract.

## SCHEDULE D

### HIPAA Business Associate Addendum

This Addendum amends and is hereby incorporated into the existing Purchase of Service Agreement No. **Contract #14132** ("Agreement"), entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and Maxim Healthcare Staffing Services, Inc. (hereinafter "PROVIDER").

COUNTY and PROVIDER mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Security and Privacy Rules"), as amended, dealing with the security, confidentiality, integrity and availability of Protected Health Information as well as breach notification requirements. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

This Addendum is specific to those services and programs included in the Agreement in which PROVIDER may create, access, receive, maintain or transmit Protected Health Information on behalf of COUNTY and where it has been concluded that PROVIDER is performing specific functions on behalf of COUNTY that have been determined to be covered under the HIPAA Security and Privacy Rules. PROVIDER's activities within the Agreement may include, but are not limited to the following: (i) claims processing or administration, (ii) data analysis, processing or administration, (iii) utilization review, (iv) quality assurance, (v) billing, (vi) benefit management, (vii) practice management, (viii) other management or administrative functions, including legal, actuarial, accounting, consulting, or data management functions, or (ix) where PROVIDER is a health provider not otherwise subject to the Security and Privacy Rules, including other health service functions. PROVIDER is responsible for securely maintaining Protected Health Information on behalf of COUNTY, and for complying with the HIPAA Security and Privacy Rules, including, but not limited to breach notification rules, to the same extent as COUNTY.

1. Definitions:

- a. Protected Health Information (PHI) means any information, unless excluded from protection under the Security and Privacy Rules, whether oral or recorded in any form or medium, including Electronic Health Records, that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information.
- b. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Security and Privacy Rules as a personal representative of the Individual.

- c. Breach means the unauthorized acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under the Privacy Rule that creates a significant risk of financial, reputational or other harm to the Individual.
  - d. Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable or indecipherable through the use of technology or methodology specified by the U.S. Secretary of Health and Human Services (“Secretary”) that compromises the security or privacy of the PHI. Unsecured PHI is presumed to be compromised unless following a risk assessment that fairly considers the nature and extent of the breach and potential injury to affected Individuals, it is determined that the PHI has not been compromised.
  - e. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
  - f. Capitalized terms used in this Addendum, but not otherwise defined, shall have the same meaning as those terms in the Security and Privacy Rules, as amended.
2. Prohibition on Unauthorized Use or Disclosure of PHI: PROVIDER shall not access, transmit, maintain, retain, modify, record, store, destroy, hold, use or disclose any PHI received from or on behalf of COUNTY except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by COUNTY.
3. Use and Disclosure of Protected Health Information: PROVIDER may create, use or disclose PHI only for the following purposes:
- a. For the proper management and administration of the functions and activities related to the provision of healthcare services specified within the Purchase of Services Agreement.
  - b. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.
  - c. As would be permitted by the Security and Privacy Rules if such use or disclosure were made by COUNTY or as required by applicable law, rule or regulation.
  - d. For Data Aggregation purposes for the Health Care Operations of COUNTY.
  - e. For use in PROVIDER’s operations as outlined in paragraph 4. below. Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request.
4. Use of PHI for PROVIDER’s Operations: PROVIDER may use and/or disclose PHI it creates for, or receives from, COUNTY to the extent necessary for PROVIDER’s proper management and administration, or to carry out PROVIDER’s legal responsibilities, only if:
- a. The disclosure is required by law, and only to the extent required by law.
  - b. PROVIDER obtains reasonable assurances, evidenced by written contract, from any person or organization to which PROVIDER shall disclose such PHI that such person or organization shall:

- (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which PROVIDER disclosed it to the person or organization, or as required by law; and
  - (ii) Agree to the same restrictions and conditions as imposed on PROVIDER by this Addendum.
- (iii) Notify PROVIDER, who shall in turn promptly notify COUNTY, of any Security Incident or Breach of PHI.
  - c. PROVIDER keeps COUNTY informed of the identities of all such persons or organizations having access to PHI created, received, maintained or transmitted on behalf of COUNTY.
- 5. Notice of Privacy Practices: For the purpose of PHI created or maintained for COUNTY covered by this Agreement, PROVIDER will not maintain Notice of Privacy Practices providing less protection than stated in COUNTY's Notice of Privacy Practices.
- 6. Safeguarding of PHI: PROVIDER shall develop, implement, maintain, use and regularly review appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission, received from, created, received, maintained or transmitted by PROVIDER on behalf of COUNTY. PROVIDER will maintain policies and procedures to protect against the identity theft of client/consumer information. PROVIDER shall document, periodically review and keep these security measures current, consistent with the Security and Privacy Rules. PROVIDER shall cooperate and respond in good faith to any reasonable request from COUNTY to discuss and review PROVIDER's safeguards.
- 7. Subcontractors and Agents. If PROVIDER provides any PHI received from, created or maintained on behalf of COUNTY to a subcontractor or agent, PROVIDER shall require in writing the same safeguards and restrictions no less stringent than required by this Addendum. PROVIDER will also inform such subcontractors and agents that they are subject to the Security and Privacy Rules by virtue of this Addendum.
- 6. Compliance with Electronic Transactions and Code Set Standards: If PROVIDER conducts any Standard Transaction for, or on behalf, of COUNTY, PROVIDER 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. PROVIDER 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 COUNTY 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).

7. Access to PHI: At the direction of COUNTY, PROVIDER agrees to provide access to PHI held by PROVIDER which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY. This access will be provided to COUNTY or, upon advance notice to COUNTY, to an Individual, in order to meet the requirements under the Security and Privacy Rules.
8. Amendment or Correction to PHI: At the direction of COUNTY, PROVIDER agrees to amend or correct PHI held by PROVIDER and which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY.
9. Reporting of Security Incidents Involving PHI: PROVIDER shall report to COUNTY the discovery of any Breach of or Security Incident involving PHI. PROVIDER shall make the report to COUNTY's Privacy Official not less than one (1) business day after PROVIDER learns of such Breach or Security Incident. PROVIDER's report of a Breach shall identify as applicable: (i) each individual protected by the Agreement whose PHI has been, or is reasonably believed by PROVIDER to have been breached, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure, (v) PROVIDER's risk analysis of financial, reputational or other harm that may result, (vi) what PROVIDER has done or shall do to mitigate any deleterious effect of unauthorized use or disclosure, (vii) what notifications PROVIDER has or shall make resulting from a Breach of Unsecured PHI, and (viii). what corrective action PROVIDER has taken or shall take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by COUNTY's Privacy Official.
10. Mitigating Effect of Unauthorized Disclosure or Misuse of PHI: PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER of a Breach, including, if necessary, payment of the cost of credit monitoring. PROVIDER will cooperate with COUNTY's efforts to seek corrective and mitigation actions.
11. Notification Requirements In Event of Unauthorized Disclosure or Misuse of PHI received, maintained or transmitted on behalf of COUNTY: PROVIDER agrees, at its own cost and after obtaining consultation and agreement from COUNTY, to no later than 60 days following a Breach to:
- a. Provide written notice to the Individual or next of kin if the Individual is deceased, as required by law.
  - b. If contact information is insufficient to provide notice to an individual, provide a substitute form of notice; and, where there are 10 or more Individuals with insufficient contact information, make a conspicuous posting as required by the Secretary as provided on the Secretary's official web site.
  - c. If breach involves the PHI of more than 500 Individual residents of the state, notify prominent media outlets.
  - d. Include in notice to Individuals: (i) a brief description of what happened; (ii) a description of the type of information involved; (iii) steps Individuals should take to protect themselves from potential harm resulting from the Breach; a description of what is being done to investigate the Breach,

- mitigate losses and protect against further breaches; and (iv) contact procedures for Individuals to obtain further information.
- e. Comply with any other notice requirements of the Security and Privacy Rules, or guidance statements of the Secretary, as from time to time amended.
  - f. Reporting all actions taken to COUNTY.
12. Log of Unauthorized Disclosure or Misuse of PHI: PROVIDER shall maintain a log of any Breach of PHI covered by this Addendum and shall annually submit such log to the Secretary and to COUNTY. PROVIDER shall provide immediate notice to the Secretary and COUNTY of any breach of the PHI of 500 or more Individuals.
13. Tracking and Accounting of Disclosures: So that COUNTY may meet its accounting obligations under the Security and Privacy Rules,
- a. Disclosure Tracking. Unless excepted under subsection (b) below, PROVIDER will record for each disclosure of PHI it makes that PROVIDER creates or receives for or from COUNTY (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom PROVIDER made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which PROVIDER makes to the same person or entity, including the COUNTY, for a single purpose, PROVIDER may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. PROVIDER will make this log of disclosure information available to the COUNTY within five (5) business days of the COUNTY's request.
  - b. Disclosure Tracking Time Periods. PROVIDER must have available for the Individual and COUNTY the disclosure information required by this section for the six-year period preceding the request for the three-year period preceding a request for the disclosures of Electronic Health Records made for purpose of Treatment, Payment and Health Care Operations.
14. Accounting to COUNTY and to Government Agencies: PROVIDER shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of or created for COUNTY available to COUNTY, or at the request of COUNTY, to the Secretary or his/her designee, in a time and manner designated by COUNTY or the Secretary or his/her designee, for the purpose of determining COUNTY's compliance with the Security and Privacy Rules. PROVIDER shall promptly notify COUNTY of communications with the Secretary regarding PHI provided by or created by COUNTY and shall provide COUNTY with copies of any information PROVIDER has made available to the Secretary under this provision.
15. Prohibition on Sale of Protected Health Information: PROVIDER shall not receive remuneration in exchange for any PHI of an Individual received from or on behalf of COUNTY.
16. Response to Subpoena: In the event that PROVIDER receives a subpoena or similar requirement for the production of PHI received from, or created on behalf of COUNTY, PROVIDER shall promptly forward a copy of such subpoena to the Director of the Dane County Department of Human Services



to afford COUNTY the opportunity to timely respond to the demand for its PHI as COUNTY determines appropriate.

17. Termination:

In addition to the rights of the parties established by the underlying Agreement, if COUNTY reasonably determines in good faith that PROVIDER has materially breached any of its obligations under this Addendum, COUNTY, in its sole discretion, shall have the right to:

- a. Exercise any of its rights to reports, access and inspection under this Addendum; and/or
- b. Require PROVIDER to submit to a plan of monitoring and reporting, as COUNTY may determine necessary to maintain compliance with this Addendum, and/or
- c. Provide PROVIDER with a reasonable period to cure the breach; or
- d. Terminate the Agreement immediately.

18. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of PROVIDER's contractual relationship with COUNTY, PROVIDER shall:

- a. Return to COUNTY or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that PROVIDER received from or created on behalf of COUNTY. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of PROVIDER. In such case, PROVIDER shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. PROVIDER shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of PROVIDER's contractual relationship with COUNTY. Within such thirty- (30) day period, PROVIDER shall certify on oath in writing to COUNTY that such return or destruction has been completed.
- b. If PROVIDER destroys PHI, it shall render the PHI completely unusable, unreadable, and undecipherable to unauthorized persons using approved methods. Electronic redaction is an insufficient method of destruction.
- c. If PROVIDER believes that the return or destruction of PHI is not feasible, upon mutual agreement of the Parties, PROVIDER shall extend the protections of this Addendum to PHI received from or created on behalf of COUNTY, and limit further uses and disclosures of such PHI, for so long as PROVIDER maintains the PHI.

19. Miscellaneous:

- a. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by the Secretary with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on PROVIDER remain in compliance with such regulations.
- b. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits COUNTY to comply with the Security and Privacy Rules.
- c. Indemnification. PROVIDER shall defend and hold COUNTY harmless from all costs, including attorney fees, resulting from PROVIDER's failure to meet any of its obligations under this Addendum.

- d. Independent Contractor Status. Nothing in this Agreement shall be interpreted to alter PROVIDER's independent contractor status with COUNTY.

IN WITNESS WHEREOF, the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

For PROVIDER:

*Troy Thomas*

By: trthomas@maxhealth.com  
Troy Thomas  
(Print or type name)

Title: Regional Controller

Date: 09/18/2020