

**DANE COUNTY CONTRACT # \_\_\_\_\_**



**# of Pages Including Schedules:** 21  
**Expiration Date:** December 31, 2020  
**Authority:** Res. # , 20-21  
**Department:** Human Services  
**Maximum Cost:** \$250,000  
**Registered Agent:**  
**Registered Agent Address:**

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and S and J Home Care, doing business as Brightstar (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 1202 Northport Drive, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing nursing services; and

**WHEREAS** PROVIDER, whose address is 3240 University Avenue, Suite 3A, Madison, WI 53705, 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. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- 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 Subcontractors, 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 six (6) 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, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. 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:

  
\_\_\_\_\_  
Justin Olson, Staffing Director

4-14-20  
Date Signed

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

\*\*\*

FOR COUNTY:

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

4/14/20  
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 public health nurse staffing services at the Quality Inn and for foster care placements, Shelter Home and other Out-of-Home care settings as needed

PROVIDER shall recruit, interview, select and employ applicants qualified, in Provider's sole judgment, to provide Nursing Personnel. As employer, PROVIDER shall: (i) compute and pay all wages and withhold applicable Federal, State and local taxes and Federal Social Security payments, (ii) remit any employee withholdings to the proper government authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iii) pay its Nursing Personnel any benefits or other fringe benefits for which they qualify, and (iii) provide for liability, fidelity and Workers' Compensation insurance coverage.

PROVIDER agrees that the Nursing Personnel assigned to the County will possess the necessary licenses, certificates or other applicable permits needed to perform the services requested by County, and that if any such license, certificate or permit is suspended or revoked during the term of this Agreement, PROVIDER will notify County in writing and the Nursing Personnel affected will be replaced. County agrees that it will possess the necessary licenses, certificates or other applicable permits needed for the Nursing Personnel to perform the services requested by County under this Agreement, and that if any such license, certificate or permit is suspended or revoked during the terms of this Agreement County will notify PROVIDER immediately in writing.

County reserves the right to request substitution of nursing personnel if needed for any reason.

#### **Quality Inn**

The Quality Inn is located at 1754 Thierer Road, Madison, WI 53714. PROVIDER shall have 2 RNs (or 1 RN or 1 LPN) working from 7am-7pm, 7 days a week. (Ideally the RNs are working the entire 12 hour shift (as opposed to say, 4 RNs working 6 hour shifts) in order to preserve PPE daily). The RNs shall follow the policies and procedures provided by Public Health – Madison / Dane County ("PHMDC"). The nurses' main role will be to assess and monitor patients who are confirmed to have or are suspected of having COVID19 to determine infectiousness and severity of disease and triage patients exhibiting severe disease for emergency care.

When patients arrive at the hotel (if it is during 7am-7pm) they will have an intake interview with the nurse; if the patient arrives in the night, the nurse will complete the intake in the morning. Based on this initial assessment every patient will receive daily monitoring; those with mild illness will be contacted by telephone, those with moderate illness will receive twice daily face-to-face monitoring including the taking of vitals.

Additionally, the nurses will work with Focus Counseling to support patients in being successful in maintaining self-isolation. Nurses will be offering education and guidance to patients on the importance of isolation and will support patients as needed with

needle exchange, connecting to their primary care physician and connecting to their social supports, including Focus Counseling.

### **Out-of-Home Care/Foster Care Placements Services**

PROVIDER shall provide on-call Registered Nursing services for the Dane County Prevention and Early Intervention Out-of-Home Care (OHC) unit at the time of initial placement or change of placement as follows:

- For children needing emergency out-of-home placement or a change of placement who report exposure to COVID 19, but are asymptomatic, the assigned DCDHS social worker or OHC provider will contact the PROVIDER on-call nurse who will conduct a telephone consultation and assessment. PROVIDER shall be available 24/7 with a 20-minute call back response time from the initial contact. The on-call nurse will review the situation and provide care recommendations for the child including:
  - Recommendations to the OHC provider on how to minimize risk for child and other family members or OHC residents;
  - Basic public health information to manage COVID 19;
  - Guidance on how to stay safe during Safer at Home;
  - Specific health monitoring guidelines for taking care of the child (i.e. taking temperatures, symptom awareness, etc.)
- PROVIDER will be available for follow-up contacts with the OHC provider to monitor children for the 14-day virus incubation period.
- If an asymptomatic child develops symptoms after placement, the PROVIDER shall be available for consultation to help facilitate a referral to the child's primary care physician.
- For children and youth in need of initial out-of-home placement or change of placement who are experiencing COVID 19 symptoms, the assigned social worker or OHC provider will contact the PROVIDER on-call nurse to complete a face-to-face health screening. PROVIDER shall be available 24/7 with a 90-minute response time from the initial request. The PROVIDER will complete a follow-up medical assessment and provide care recommendations for the child and family.
- After the Assessment, the child will be placed in a foster home or OHC facility that has agreed to care for COVID 19 children with specific care guidance recommendations.
- If completing the RN assessment is contraindicated at the investigation site at the time of an initial out-of-home placement due to law enforcement involvement, imminent safety risks, or escalating family situation, the social worker may determine that the face-to-face PROVIDER health assessment take place at the foster home after the placement is completed. This decision and the location of the foster placement will be communicated to the PROVIDER.

PROVIDER will offer the following support service to foster homes and OHC providers during the first 14 days of a new placement or until COVID 19 symptoms have been absent for 72 hours:

- PROVIDER will be available for 24/7 on-call consultation and guidance to caregivers including review of symptoms, status checks, and screening of new symptoms.
- PROVIDER will be responsible to provide their staff with appropriate PPE such as gloves, disinfectant wipes, face shields and thermometers.

### **Floating**

Staff may only be placed in assignments that match the job description for which PROVIDER assigns them; if a provider is asked to float to another department with the customer, the department must be a like department or unit and the float provider must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Staff should only be floated to areas of comparable clinical diagnoses and acuities.

### **Competency Review**

It is the responsibility of PROVIDER to conduct and finalize the pre-employment assessment of the provider's competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the County upon completion of the PROVIDER orientation. It shall be the responsibility of the County to cooperate in a review or evaluation of each provider, relative to the provider's ability to perform specific job functions upon completion of employee's assignment or shift. PROVIDER relies on the County's feedback in order to accurately assess and re-assess the competence of the provider on an ongoing basis based on the County's report of clinical performance.

### **Orientation of Staff**

PROVIDER will provide all new Staff with an orientation to the PROVIDERS's policies and procedures. It shall be the responsibility of the County to orient assigned Staff to its rules and regulations and to acquaint them with PHMDC policies and procedures, including dress code, physical layout, and equipment.

### **Incident, Error, Tracking System**

Upon notification of Incidents and or errors, PROVIDER shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services provided, utilizing its data gathering tools. Information gathered, tracked and analyzed is shared and reported appropriately to customers, regulatory bodies and the Joint Commission as required.

### **Communicating Occupational Safety Hazards/Events**

It shall be the responsibility of the County to notify PROVIDER within 24 hours of the event; any competency issues, incidents, and/or complaints related to the PROVIDER staff and/or PROVIDER. County agrees to initiate communication with PROVIDER whenever an incident/injury report related to the provider is completed.

### **Requirements for Staff Specified**

The requirements of Staff sent to the County by PROVIDER are to be determined by the County as part of the written agreement between the two parties. It is PROVIDER's obligation to comply with the requirements of the County by supplying Staff that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the County in order to deliver safe care to the population being served.

### **Staff Matching Requirements**

PROVIDER shall verify the their licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment. Matching the provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience matching the specified requirements of the assignment may include the use of newly graduated Staff upon the request or approval of the County. Provider's office, located in Madison, WI is open Monday through Friday from the hours of 8:30 a.m. – 5:00 p.m. PROVIDER's local telephone number is 608-441-8619. Outside of normal business hours, in the event of an emergency please contact us at 608-441-8619. In the event of an emergency, natural disaster or other uncontrollable event, PROVIDER will continue to provide service to you through our corporate network from a location where phones and computers are functional. PROVIDER will do everything possible to support you in meeting your needs during crisis situation(s). A copy of our Emergency Management Plan is available upon request. PROVIDER's goal is to always provide County with a consistent level of service. If for any reason you are dissatisfied with our service or the service provided by one of our healthcare professionals, we encourage you to contact the local manager to discuss the issue. PROVIDER has processes in place to resolve County's complaints in an effective and efficient manner. If the resolution does not meet expectations, call PROVIDERs office and the executive team will work to resolve your concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by PROVIDER healthcare professionals, which has not been addressed by PROVIDER management, is encouraged to contact the Joint Commission at [www.jointcommission.org](http://www.jointcommission.org) or by calling the Office of Quality Monitoring at 630.792.5636. PROVIDER demonstrates this commitment by taking no retaliatory or disciplinary action against employees when they do report safety or quality of care concerns to the Joint Commission.

## SCHEDULE B

### Pricing Structure and Payment

PROVIDER shall bill County weekly on the basis of services provided.

**Services at the Quality Inn** provided from 7am-7pm shall be billed at the following rates:

Position	Billing Rate
RN	\$75.00
LPN	\$60.00
CNA/Caregiver	\$32.00
On-Call, flat rate, no shift differential	\$15.00

Should services be required from 7pm-7am, an 8% shift differential shall be paid in addition to the rates above.

**Services for Foster Care Placements** shall be compensated at the following rates:

Position	Billing Rate
RN	\$75.00
LPN	\$60.00
CNA/Caregiver	\$32.00
On-Call, flat rate, no shift differential	\$15.00

An RN shall be assigned 24 hours per day, 7 days per week at the \$15/hour on-call rate with no shift differential. When phone or in person services are needed, the \$75 per hour billing rate shall commence with a minimum of one hour of service billed. Shift differentials as provided below will apply. At no time shall PROVIDER be compensated for both the on-call and in-person rates for the same time period.

#### **Rate Differential**

AM no shift differential, 6a-3p

PM shift differential 4%, 3pm-10pm

Night shift differential 8%, 10pm-6am

Weekend shift differential 12%, 10pm Friday to 6am Monday

#### **Holiday Pay**

If a Provider employee works on a holiday the rate will be charged at one and one-half times the above rates. The following days are considered holidays: New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas and New Year's Eve.

**Cancellation**

County may cancel any shift without penalty only prior to four hours before the start of the shift. If the County cancels any shift within four hours then the County will be billed by Provider for a minimum of four hours. All shifts will be at least four hours in duration.

**Mileage**

Any County authorized, business related mileage will be billed at \$.75/mile. This does not include employee travel to and from work.

## **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 # ("Agreement"), entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and S and J Home Care, doing business as Brightstar (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:

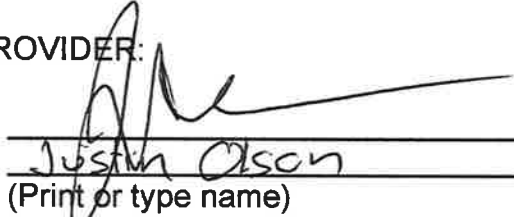
- a. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by the Secretary with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on PROVIDER remain in compliance with such regulations.
- b. Interpretation. Any ambiguity in 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:

By:

  
Justin Olson  
(Print or type name)

Title:

Staffing Director

Date:

4-14-20