

Dane County Contract Cover Sheet

Res 225
BAF# 19111
Signature

Dept./Division	Human Services / FMS
Vendor Name	Beacon Hill Staffing Group, LLC
Vendor MUNIS #	28271
Brief Contract Title/Description	POS contract Provide Software development Support
Contract Term	10/1/2019 - 10/16/2020
Total Contract Amount	\$ 176,800

Contract # <small>Admin will assign</small>	13798
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)
<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	39000	Obj Code	32134	Amount	\$176,800
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution /Addendum Form/ N/A	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.	
	<input checked="" type="checkbox"/> Resolution is required.	Res# 225
	<input type="checkbox"/> Addendum Form required.	Year 2019
<input type="checkbox"/> N/A		

Domestic Partner Does Domestic Partner Equal Benefits Requirement Apply? Yes No

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	9/13/19		
<i>ca</i>	Controller		9/16/19	
<i>GC</i>	Purchasing	9/17/19	9/17/19	
NA	Corporation Counsel			See "i" below
<i>A</i>	Risk Management	9/16/19	9/16/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	Tom Heyroth
Phone #	608-242-6391	Phone #	6088191166
Email	Larson.spring@countyofdane.com	Email	Theyroth@beaconhillstaffing.com
Address	1202 Northport Drive, Madison WI 53704, Rm 454	Address	PO Box 846193, Boston MA 02284-6193

Human Services Only	a. Dane County Res. #		Approvals	Initials	Date
	b. Budget/Personnel Required	No	g. Accountant	LY	9/10/19
	c. Program Manager Name	Lillethun	h. Supervisor	<i>CW</i>	9-10-19
	d. Current Contract Amount	\$ -	i. Corporation Counsel	<i>SL</i>	9-10-19
	e. Adjustment Amount	\$ 176,800	j. To Provider	<i>SL</i>	9-10-19
	f. Revised Contract Amount	\$ 176,800	k. From Provider	<i>SL</i>	9-11-19

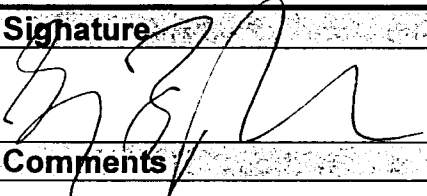
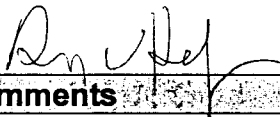
Department Head Approval/Shawn Tessmann, Director *Shawn Tessmann*

9/11/19

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

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature 	Date 9/19/19
	Comments	
Corporation Counsel	Signature 	Date 9-10-19
	Comments	

2019 RES-225

**AUTHORIZING CONTRACT FOR SOFTWARE DEVELOPMENT
DCDHS – FMS DIVISION**

Historically, the Department outsourced billing and payment processing for crisis services. Recently, the Department began work to bring crisis service billing and payment processing in-house and has actively engaged the Department of Administration's Division of Information Management for programming and system development support. The Crisis Billing project initially targeted a January 1, 2020 implementation, however project initiation in 2019 was slowed due to staff availability and challenges related to other competing Medicaid system development demands. Additionally, the current contractor providing crisis billing services, on behalf of Dane County, plans to terminate as a service provider in this area by no later than March 2020. A functional crisis billing system must be in operational by then.

Given the high demand for Medicaid claims processing system development, the Department seeks the use of contracted resources to meet system development requirements necessary to operate and maintain Medicaid claiming infrastructure that both Dane County and its provider community rely on for reimbursement. Specifically, the Department proposes to purchase contracted computer programming services from the staffing agency, Beacon Hill Staffing Group, to supplement internal programming staff and provide timely implementation of crisis billing project work.

NOW, THEREFORE, BE IT RESOLVED that a contract be awarded to Beacon Hill Staffing Group for the purpose of software development support related to crisis service billing.

BE IT FURTHER RESOLVED that the contract be executed for a one year term with a maximum cost of \$176,800.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
39000 32134	Purchase of DIM Services	\$176,800

BE IT FINALLY RESOLVED that the County Executive and the County Clerk are hereby authorized to execute the agreement with Beacon Hill Staffing Group on behalf of Dane County.

DANE COUNTY CONTRACT # 13798



of Pages Including Schedules:

Expiration Date:

Authority:

Department:

Maximum Cost:

Registered Agent:

Registered Agent Address:

APPROVED
CORPORATION COUNSEL

11

DAE 10-19

October 16, 2020

2019 Res-225

Human Services

176,800

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Beacon Hill Staffing Group, LLC (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER for the purpose of providing computer programming services for the development of a billing and payment software application for crisis intervention health care services.

WHEREAS PROVIDER, whose address is PO Box 846193, Boston, MA 02284-6193, 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.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

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:

Tom Heyroth
Print name and title
Tom Heyroth Senior Business Development Manager

9/11/2019
Date Signed

Print name and title

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

1. Pursuant to paragraph #1 of the attached AGREEMENT, the PROVIDER shall:
 - a. Provide application development services to be performed by Surya Vemuri (S. Vemuri) to assist County application development team in the development of a County administered billing and payment software application for crisis intervention health care services. The scope of work performed by S. Vemuri may include, but will not be limited to, the following:
 - i. Creation of new billing/payment workflows to refine workflow design, as well as perform implementation of rules engine for validation, creation, and submission of health care EDI transactions.
 - ii. Perform refinement of existing workflows used by other applications. These may include changes to the 835 file structure, performance of EDiFabric software updates, and performance of unit testing to verify transaction data prior to processing.
 - iii. Create and enhance .Net MVC based interfaces used as part of the billing process.
2. The PROVIDER understands and agrees to provide S. Vemuri's application development services to County. S. Vemuri will work under COUNTY's direction as a member of a project team to develop the Crisis Intervention Billing and Payment System.
 - a. It is agreed that, S. Vemuri will be the sole contracted programmer provided by the PROVIDER under this contract. No substitution of personnel may be provided without express permission of the County. The County will be allowed a vetting process before permission to substitute personnel is granted.
 - b. S. Vemuri will be employed as a W2 employee of PROVIDER while working with COUNTY on this contract.
 - c. It is agreed that, S. Vemuri's programming services will be provided onsite alongside County programming staff. Necessary workspace, as well as computer and phone use, will be provided by the County for S. Vemuri's use. Work location is within the City County Building, located at 210 Martin Luther King Jr Blvd. While on this contract, S. Vemuri will be eligible to purchase a parking pass for the Dane County Ramp at 113 S Henry Street to be used during work hours for a cost of \$15.00 per month.
 - d. It is agreed that, overall supervision and management of this contract engagement will be performed by Kari Clemens, Systems Coordinator, while programming supervision and direction will be performed by Jon Hatley, Information Management Manager.
 - e. The work effort under this contract will average a 40 hour work week and conform to core County work hours (7:45 am-4:30pm Monday through Friday). Flexibility in actual work hours that deviate from core work hours may be granted through supervisory approval.
 - f. It is agreed that, Planned holiday time off will be unpaid and conform to the County holiday schedule. Work hour flexibility and any additional time off must be requested and approved by Kari Clemens.
3. It is agreed that early termination of the contract may occur based on 1) consistently poor work quality as performed by the contractor or 2) a high rate of absenteeism. The standard of quality will be based on expectations considered reasonable for similarly skilled County employed staff.

SCHEDULE B

Pricing Structure and Payment

1. PROVIDER shall be paid based on an hourly rate of work billable at eighty-five dollars per hour (\$85.00 hourly) for application development services rendered by S. Vemuri.
 - a. Billable work in the form of an hourly timesheet will be submitted by S. Vemuri to Kari Clemens every two weeks for approval. Timesheet submission and approval will conform to the County payroll calendar requiring supervisory timesheet receipt and approval by the Tuesday following the end of the pay period.
 - b. Approval of timesheet hours by the Provider will be communicated to Beacon Hill Staffing Group, upon County approval, for the purpose of confirming billable hours for a pay period.
 - c. Beacon Hill Staffing Group will provide monthly invoices to Kari Clemens and designated accounting contacts for the purpose of receiving monthly payments from the County. Invoices will be processed within fifteen business days of receipt.
2. In no event shall the Provider be paid more than the sum of \$176,800 for services provided under this contract.

SCHEDULE C

Reports

Schedule C – Not Applicable

WAIVER OF INSURANCE REQUEST

Agency Name: Beacon Hill Staffing Group, LLC

Contact Person: Tom Heyroth

Agency Address: PO Box 846193

Boston MA 02284-6193

Services Contracted:

Providing computer programming services for the development of a billing and payment software application for crisis intervention health care services.

WAIVER OR MODIFICATION REQUESTED:

Waive requirement of provider to provide General Liability insurance as contained in the Dane County contract agreement.

JUSTIFICATION:

Services will be administrative only. No direct services will be provided to consumers.

FOR COMPLETION BY COUNTY RISK MANAGER

Waiver or modification approved as follows

Waiver or modification denied _____


Risk Manager Signature

REVERSE SIDE OF PAGE IS BLANK

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum amends and is hereby incorporated into the existing Purchase of Service Agreement No. 84639 ("Agreement"), entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and Beacon Hill Staffing Group, LLC (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.

17. 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.

18. 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: Tom Heysoth
Tom Heysoth
(Print or type name)

Title: Senior Business Development Manager

Date: 9/11/2019