



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between Sauk County Justice, Diversion, and Support (JDS) programs, 510 Broadway St., Baraboo, WI 53913 and Lutheran Social Services for clinical assessments and treatment services for JDS program referrals and participants.

The MOU will be effective immediately upon signature by both parties and remain in effect through 12/31/2022. Annual review and renewal by both parties should occur at least 30 days prior to the expiration.

Lutheran Social Services agrees to:

- Obtain and maintain necessary license(s) for all treatment services (facility and staff/service providers) they provide through the state of Wisconsin; comply with all requirements and remain in good standing with the licensing agency; immediately report a license lapse or violations (facility or staff/service providers) to JDS when they become aware of it
- Provide current copies of state license(s) to JDS Programs Manager for the facility and staff/service providers working with JDS referrals participants within thirty (30) days of the execution of this MOU and upon renewal.
- Complete level of care assessments within 10 business days of referral by completing the ASAM criteria assessment tool
- Complete full mental health assessments when requested on a consistent form determined by JDS Programs Manager and LSS Supervisor
- Provide completed assessment documentation, including diagnosis and level of care recommendation, securely to program staff via fax, in-person delivery, uploaded to case management software via individual/secure login, or secure email within seven (7) business days of the assessment
- Allow their staff/service providers working with program referrals/participants to attend initial and refresher training, as needed, with JDS program staff to ensure providers are knowledgeable about program expectations, policies & procedures, best practices, and criminal justice terminology
- Provide evidence-based treatment services, including individualized case planning, recommended and generally accepted as effective for treatment of the specific issues of the client; refer out to support services when necessary or appropriate
- Offer treatment-focused assessment and/or participant progress clarification upon inquiry by program staff or team members
- Provide a confidentiality agreement for JDS program staff to sign which will allow scheduled and unscheduled access to group sessions when a JDS program participant is enrolled to verify accountability and fidelity to best practices
- Communicate timely updates on JDS program participant progress (preference is weekly updates and any time a significant change occurs); complete a discharge summary upon termination of services and provide a copy of the summary to JDS program staff within thirty (30) days of discharge

- Allow their staff/service providers working with program participants to occasionally attend case management and court sessions, phase interviews, and staffing meetings to improve communication, increase support, and develop relationships with program staff and team members
- Provide notice of provider staff and responsibility changes relevant to referrals and participant services to JDS program staff in a timely manner
- Provide a current list of services and prices to JDS program staff and timely notification of services/prices change
- Pre-authorize all assessments and services via appropriate funding source and bill accordingly
- Submit pre-authorized invoices for assessments and/or services JDS has agreed to pay for within thirty (30) days of the date of service via mail, fax, or email
- Notify the Programs Manager of any confidentiality breach involving a JDS program participant immediately upon discovery of such breach
- Sign and abide by the Sauk County Business Associate Agreement (BAA) attached hereto as Exhibit B.

Sauk County JDS (program staff) agrees to:

- JDS is responsible for paying ½ of the startup costs for Lutheran Social Services to provide IOP services in Baraboo. The cost to JDS is \$2,985.50 and is one-time cost.
- Utilize Lutheran Social Services as a provider for JDS program referral/ participant assessments and treatment services unless: Lutheran Social Services does not offer the recommended services, the participant's insurance does not cover recommended services, Lutheran Social Services declines to provide recommended participant treatment services, or the participant has a valid objection to attending treatment services at Lutheran Social Services (i.e. prior negative experience with provider etc.)
- Solicit treatment-focused input on program violations, phase progress, and case plan development from service providers working with program participants
- Obtain insurance/billing information from referrals/participants in advance of scheduling services and provide such information to the JDS Programs Manager for billing purposes
- Provide notice and billing instructions for uninsured program referrals/participants referred to the JDS Programs Manager for assessment and/or services
- Pay pre-authorized invoices within forty-five (45) days of invoice submission Provide timely program updates to service providers for participants involved in treatment services at Lutheran Social Services.
- Provide login, training, and technical support for case management software to service providers involved in program participant treatment services for documentation of services, uploading assessments/treatment forms, and documenting participant progress
- Provide mandatory initial and refresher training to service providers on JDS programs, procedures, and best practices; keep service providers updated on relevant training opportunities
- Make no claim to billable service fees/costs collected/owed to Lutheran Social Services that are associated with services rendered for referred individuals whether paid/owed by the individual or insurance

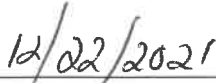
Billing Rates:

- Billing rate for uninsured referral/participants or services that are not covered by insurance will be \$125 per individual session
- Billing rate for uninsured referral/participants or services that are not covered by insurance will be \$187.50 per ASAM Assessment
- Billing rate for uninsured referral/participants or services that are not covered by insurance will be \$46.88 per session for Intensive Outpatient Group
- Billing rate for uninsured referral/participants or services that are not covered by insurance will be \$62.50 per session for Continuing Care Group
- Virtual billing rate for uninsured referral/participants or services that are not covered by insurance will be \$46.88 for 2-hour group sessions (IOP)
- Virtual billing rate for uninsured referral/participants or services that are not covered by insurance will be \$131.90 for intake, goal planning, and discharge meetings

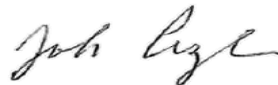
Parties agree to be bound by the terms and conditions contained in the attached Exhibit A.



Brent Miller, Sauk County Administrator



Date



Joseph Arzbecker, Chief Operating
Officer

2.11.22

Date

Exhibit A

STANDARD CLAUSES

MOU with Lutheran Social Services

1. **Insurance.** During the term of this Agreement, NOVA shall, at NOVA's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Professional Liability: \$1,000,000

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the JDS as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the JDS. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Amanda Hanson
JDS Program Manager
510 Broadway
Baraboo, WI 53913

Lutheran Social
Services:

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.

8. **Termination, Breach of Contract.** In the event of a breach of this contract by NOVA, JDS may, in its sole discretion, declare this contract to be terminated. Upon such termination, JDS shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

9. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

10. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members. To the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

11. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.

12. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

13. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

14. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity,

liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

15. Integration. This contract represents the entire and integrated contract between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this contract.

16. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the NOVA will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the NOVA and the County, and the County will not be liable for any obligation incurred by NOVA including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

17. Governing Law, Jurisdiction and Venue. This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

18. Competence, Solvency. NOVA warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. NOVA represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

19. Amendment. No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

20. Compliance with Laws. The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

21. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

22. Public Records:

a) The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

b) Any Public Record Law request received directly by a contractor related to this contract with Sauk County shall immediately be reported to the contract manager for the County.

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered into as of the 22nd day of December, 2021 ("Effective date"), by and between Sauk County Justice, Diversion, and Support ("Covered Entity"), and Lutheran Social Services ("Business Associate").

The parties to this Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 and its amendments and the regulations promulgated thereunder (collectively "HIPAA"). In order to ensure such compliance, this Exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created by, the Business Associate from or on behalf of Covered Entity will be handled.

I. Definitions

A. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Electronic Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR 160.103, and in reference to the party to this agreement, shall mean Lutheran Social Services.

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sauk County

3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and any amendments thereto, as set forth in section VI of this document.

4. Protected Information. "Protected Information" shall mean any information considered private, confidential, proprietary or sensitive for which access or release is restricted by policy, rule, regulation or law.

5. Telehealth. The remote provision of care utilizing specialized communication technologies.

6. Workforce. "Workforce" shall mean the Employees, volunteers, trainees, students, contractors, and other persons whose conduct, in the performance of work for

Business Associate, is under the direct control of the Business Associate, whether or not they are paid by the Business Associate.

II. Obligations and Activities of Business Associate:

Business Associate agrees to:

A. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

C. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware (see Section IV. IV.below);

D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, evidenced by written agreement with subcontractor;

E. Make available protected health information in an Individual's designated record set to the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

G. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity, a third party or individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

H. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

J. Mitigation: to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

K. **Tracking and Accounting of Disclosures.** So that Covered Entity may meet its accounting obligations under the Privacy Rule, Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. For each Disclosure of PHI that Business Associate makes to Covered Entity or to a third party that is subject to Disclosure under 45 CFR § 164.528, Business Associate will record (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate 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 Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the Disclosure information for the first of these repetitive disclosures, (ii) the frequency, duration or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of Disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request. Business Associate must retain the Disclosure information for the six-year period preceding Covered Entity's request for the Disclosure information.

L. **Audit.** For purposes of determining Business Associate's or Covered Entity's compliance with HIPAA, upon request of Covered Entity or the Secretary of Health and Human Services, Business Associate shall: (i) make its HIPAA policies and procedures, related documentation, records maintained, and any other relevant internal practices and books relating to the Use and Disclosure of PHI, available to the Secretary of Health and Human Services or to Covered Entity and (ii) provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this Section of the Agreement.

M. **Response to Subpoena.** In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.

N. **Information Security.** Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information (ePHI) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. At a minimum, Business Associate's safeguards for the protection of Protected Information shall include:

1. limiting access of Protected Information to Authorized Persons;

2. securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
3. implementing network, device application, database and platform security;
4. securing information transmission, storage and disposal;
5. implementing authentication and access controls within media, applications, operating systems and equipment;
6. encrypting Protected Information stored on any mobile media;
7. encrypting Protected Information transmitted over public or wireless networks;
8. strictly segregating Protected Information from information of Business Associate or its other customers so that Protected Information is not commingled with any other types of information;
9. implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
10. providing appropriate privacy and information security training to Business Associate's employees.

O. Upon Covered Entity's written request, Business Associate shall provide Covered Entity with a network diagram that outlines Business Associate's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation:

1. connectivity to Covered Entity and all third parties who may access Business Associate's network to the extent the network contains Personal Information;
2. all network connections including remote access services and wireless connectivity;
3. all access control devices (for example, firewall, packet filters, intrusion detection and access-list routers);
4. all back-up or redundant servers; and
5. permitted access through each network connection.

P. Telehealth. If the Business Associate utilizes telehealth to provide services, such services must meet the same standards for information security set forth in section N. above. In addition, Business Associate must ensure that the provision of these services meets with any applicable HIPAA standards, these include, but are not limited to:

1. Only authorized users shall have access to telehealth records.
2. End to end encryption of telehealth data transmission.
3. Ability to audit telehealth session access and monitor communications to prevent either accidental or malicious disclosures.

4. Business Associate has entered into a Business Associate Agreement with platform provider, or utilizes a platform provided by Sauk County for which Sauk County has a current Business Associate Agreement.
5. Business Associate has obtained required patient consents for telehealth.

Q. Workforce Training. Business Associate shall provide Workforce members with appropriate training to comply with the HIPAA Privacy and Security Rules in accordance with 45 CFR 164.530(b)(1) and 45 CFR 164.308(a)(5) and provide records of such training to the Covered Entity upon request.

III. Permitted Uses and Disclosures by Business Associate

A. Business associate may only use or disclose protected health information as follows:

1. Necessary to perform the services set forth in Service Agreement.
2. Business associate may use or disclose protected health information as required by law.
3. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the Use, Disclosure, or request, consistent with Covered Entity's minimum necessary policies and procedures.
4. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.
5. Business associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
6. Business associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
7. Business associate may provide data aggregation services relating to the health care operations of the Covered Entity only with the written consent of the Covered Entity.

B. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

2. Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

3. Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

C. Permissible Requests by Covered Entity

Covered entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. Reports of Nonpermitted Uses or Disclosures, Security Incidents or Breaches by the Business Associate.

Reporting required under this section shall be made to the Sauk County Privacy Officer at the following address;

Sauk County Administrative Coordinator
Attn.: Privacy Officer
505 Broadway, Baraboo, WI 53913
Ph: 608-355-3273

A. Reports of Nonpermitted Use or Disclosure: Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement and cooperate with Covered Entity in its investigation of such event.

B. Reports of Security Incidents. For purposes of this Section, "Security Incident" shall have the same meaning as "Security Incident" in 45 CFR § 164.304.

1. Business Associate agrees to promptly notify Covered Entity of any Security Incident involving PHI of which it becomes aware and cooperate with Covered Entity in the investigation.

2. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, Use, Disclosure, modification or destruction of PHI, or interference with an information system at Covered Entity's request, at least annually even in the absence of the Covered Entity's request.

C. Reports Related to Potential Breach of Unsecured PHI.

1. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than ten (10) calendar days after its discovery.
2. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information requested by Covered Entity related to the Breach. Business Associate shall promptly supplement such notice with additional information as it becomes available, even if such information becomes available after Individuals have been notified of the Breach.
3. Business Associate agrees to cooperate with Covered Entity in the investigation of a Breach of Unsecured PHI and to cooperate with and participate in, to the extent requested by Covered Entity, the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI.
4. In the event that: (i) a Breach of Unsecured PHI occurs because of the action or inaction of Business Associate, its employees, agents, representatives, or Subcontractors; or (ii) a Breach occurs involving Unsecured PHI in Business Associate's possession, or PHI created, maintained, transmitted, or received by Business Associate or its employees, agents, representatives, or Subcontractors, Business Associate agrees that Covered Entity may, in its sole discretion, require Business Associate to provide such notification as may be required of Covered Entity by 45 CFR §§ 164.404, 164.406, and 164.408. Covered Entity shall have the right to review, direct, and approve or reject the contents or manner of such notification.

V. Term and Termination

- A. **Term.** The Terms of this Agreement shall be effective as of effective date, and shall remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.
- B. **Termination for Cause.** Business associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated any term of the Agreement.
- C. **Obligations of Business Associate Upon Termination.**

Upon termination of this Agreement for any reason, Business Associate shall, and shall ensure its Subcontractors that possess PHI or data derived from PHI shall, return to Covered Entity [or, if agreed to by Covered Entity, destroy] all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form, as promptly as possible but not more than thirty (30) days after notice of termination of this agreement. Business associate, and subcontractor, if applicable, shall retain no copies of the protected health information, and shall certify under oath in writing to Covered Entity that such return has been completed

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VI. Miscellaneous.

A. Automatic Amendment. Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by HHS with regard to PHI, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations

B. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.

C. Independent Contractor Status. The parties agree that in performing the Services and satisfying the obligations of this Agreement, Business Associate shall at all times be an independent contractor for Covered Entity and nothing in this Agreement shall be construed as creating an agency, employment, joint venture, partnership or other relationship. Covered Entity shall neither have nor exercise any control or direction over Business Associate. Business Associate shall avoid taking any action or making any representation or warranty whatsoever with respect to its relationship with Covered Entity which is inconsistent with its independent contractor status.

D. Conflicts. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, as necessary for the parties' compliance with HIPAA and to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

E. Integration. This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature, including any provision in any services agreement.

F. Waiver. No delay or failure of either party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

This agreement is binding upon the parties on the Effective Date indicated above:

FOR SAUK COUNTY

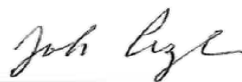


Name: Brent Miller

Title: County Administrator

Date: 12/22/2021

FOR THE BUSINESS ASSOCIATE



Name: Joseph Arzbecker

Title: Chief Operating Officer

Date: 2.11.22

Addendum 1 – Guidelines for Disposal of Protected Information

Sauk County's Protected Information is to be destroyed/disposed/Sanitized using a method that ensures the Protected Information cannot be recovered or reconstructed. The following table contains a list of acceptable methods by media type.

Medium	Method Used
Audiotapes	Recycle (tape over), Degauss or pulverize.
Electronic Data/ Hard Disk Drives including drives found in servers, workstations, printers, and copiers	- Destroy data permanently and irreversibly through a DoD wipe, physical destruction (pulverize, shred, disintegrate, incinerate), Degaussing of it, or hard drive erasure software. - Methods of reuse: overwrite data with a series of characters or reformatting the disk (destroying everything on it). Deleting a file on a disk does not destroy the data, but merely deletes the filename from the directory, preventing easy access of the file and making the sector available on the disk so it may be overwritten.
Electronic Data/ Removable Media or devices including USB drives, SD cards, CDs, tapes, and cartridges	- Overwrite data with a series of characters or reformat it (destroying everything on it). Total data destruction does not occur until the data has been overwritten. - Magnetic Degaussing that leaves the sectors in random patterns with no preference to orientation, rendering previous data unrecoverable. Magnetic Degaussing will leave the sectors in random patterns with no preference to orientation, rendering previous data unrecoverable. - Shredding or pulverization is done for the final disposition of any removable Media when it is no longer usable.
Handheld devices including cell phones, smart phones, PDAs, tablets and similar devices.	- Activate the Software on these devices that remotely wipes ("bit-wipe") data from them. - When a handheld device is no longer reusable it is then bit-wiped and totally destroyed by recycling or by trash compacting
Optical Media	Optical disks cannot be altered or reused, making pulverization an appropriate means of destruction/disposal.
Microfilm/ Microfiche and X- rays	Recycle through a contracted BA or pulverize.
PHI Labeled Devices, Containers, Equipment, Etc.	- Reasonable steps should be taken to destroy or de-identify any PHI information prior to disposal of this medium. Remove labels or incineration of the medium; or - Obliterate the information (make it unreadable) with a heavy permanent marker pen. - Ribbons used to print labels may contain PHI and are shredded or incinerated.
Paper Records	Paper records are destroyed/disposed of in a manner that leaves no possibility for reconstruction of the information. Appropriate methods for destroying/disposing of paper records include:

Addendum 1 – Guidelines for Disposal of Protected Information

Medium	Method Used
	burning, shredding, pulping, and pulverizing. If shredded, use cross cut shredders which produce particles that are 1 x 5 millimeters or smaller in size.
Videotapes	• Recycle (tape over) or pulverize.