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**CONTRACT FOR SERVICES PERFORMED  
BY AND BETWEEN  
STATE OF WISCONSIN /  
THE DEPARTMENT OF HEALTH SERVICES (DHS) /  
DIVISION OF HEALTH CARE ACCESS AND ACCOUNTABILITY (DHCAA)  
AND  
CSG GOVERNMENT SOLUTIONS  
FOR  
MITA 3.0 ASSESSMENT AND MMIS STRATEGY AND PROCUREMENT APPROACH**

This Contract (“Contract”) is made and entered into by and between the Department of Health Services (DHS), State of Wisconsin (“the State”) and (CSG Government Solutions) (“the Contractor”), hereinafter collectively referred to as “the parties.”

**WHEREAS**, DHS issued **RFP S-0214 DHCAA-14** soliciting bids/proposals to provide consulting services to support the Medicaid Information Technology Architecture (MITA) 3.0 Assessment and Medicaid Management Information Systems (MMIS) Strategy and Procurement Approach project for the Department of Health Services.

**WHEREAS**, Contractor responded to said solicitation, and DHS has elected to enter into an arrangement whereby Contractor will provide itemized Services.

**NOW, THEREFORE**, in consideration of the mutual responsibilities and contracts set forth herein and in any Exhibits attached hereto and incorporated herein by reference, DHS and Contractor agree as follows:

1. **SCOPE OF THIS CONTRACT.** This Contract states the terms and conditions under which the Contractor will provide services as detailed in RFP S-0214 DHCAA-14, Section 5.2 Statement of Work and in CSG’s response and Technical Proposal, Section 4.2 Methodology, Approach and Deliverables.
  - a. **Scope Change Management.** Any requested and potential modifications to project scope shall be managed according to the process and procedures outlined in the approved Project Management Plan (PMP) deliverable, to be developed during the Project Initiation and Planning Phase.
  
2. **CONTRACT PERIOD AND COST.**
  - a. **Fixed Bid Cost:** \$1,692,320.00

b. **Schedule:** Project duration estimated to be approximately 16 months, as defined in CSG Technical Proposal, Section 4.2.2. An updated and final baseline project plan and schedule will be approved during the Planning and Initiation phase of the project.

3. **DESCRIPTION OF WORK AND RESPONSIBILITIES.** The Contractor will provide services or products in accordance with this Contract, RFP S-0214 DHCAA-14 and the CSG Technical Proposal.

4. **ADDITIONAL REQUIREMENTS.**

The document management process and use of automated tools, specifically the TeamCSG<sup>SM</sup> toolkit, shall be governed and managed as defined in the approved Project Management Plan (PMP) deliverable, to be developed during the Project Initiation and Planning Phase.

5. **INVOICING AND PAYMENTS.** Reimbursement will be prorated based on achieving mutually agreed upon project milestones and satisfactory completion of deliverables, as defined in the Payment Schedule (Exhibit I).

In accordance with CSG's Technical Proposal, Section 4.2.3.2, Deliverable Management, a formal process will be utilized for the review and approval of all deliverables, as defined and approved during the Project Initiation and Planning phase. Client signature will formally confirm acceptance of the deliverables as final.

a. **Invoice Schedule.** Invoices will be submitted by the Contractor to the State Fiscal Contract Administrator. Invoices will identify the deliverable/services being invoiced for and include a copy of the applicable signed and dated Deliverable Acceptance Agreement form(s). (Exhibit II – Invoice Example and Exhibit III - Milestone\Deliverable Acceptance Agreement Example).

b. **Retainer.** A retainer will be held from each invoice payment, as defined in the Payment Schedule (Exhibit I). Final payment of retainer amount will be made as defined in the Payment Schedule (Exhibit I).

6. **CONTRACT INCORPORATION.** The parties specifically acknowledge and accept the incorporation of all exhibits, attachments, appendices, and addenda to the contract, Contractor's proposals as submitted, addenda to the Request, and the RFP S-0214 DHCAA-14 excluding Sections 7.0 - Special Terms and Conditions, and Appendix A - Standard Contract Model, as an integral and critical provision of this Contract. The parties further acknowledge and accept the Description of Services to be performed as having the full force and effect as if expressly set forth herein. This Contract, together with all incorporated portions thereto, constitutes the entire contract by and between the parties. Any amendment to this Contract shall be in writing and signed by all parties. This Contract may be executed in two (2) or more counterparts, each of which will be deemed an original.

This contract consists of RFP S-0214 DHCAA-14 excluding Sections 7.0 - Special Terms and Conditions, and Appendix A - Standard Contract Model, all attachments, written amendments to the RFP, the Contractor's proposal, and written authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the documents, any purchase orders, notes resulting from any negotiations, and change orders issued under the contract. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows (any conflict in terms shall be governed by the highest listed document):

- a. Laws, regulations and policies of the state and federal government.
- b. Contract, including all exhibits, attachment, appendices, and addenda to the Contract.
- c. Contractor's Proposal as amended, clarified, and accepted by the State, including documents and materials incorporated by reference.
- d. Request for Proposal (RFP ) RFP S-0214 DHCAA-14.
- e. Addenda, documents, and materials incorporated by reference in the RFP.

Notwithstanding the order listed above, Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

7. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, rules and regulations, and policies and procedures relating to the provisions of services under this Contract.

- a. The State reserves the right to cancel this Contract with any federally debarred Contractor or a Contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- b. Any actions arising under this Contract shall be venued in the Circuit Court of Dane County, Wisconsin or in the federal court in the Western District of Wisconsin.
- c. Whistleblower Protection. All employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts are covered under Federal Statute, 41 U.S.C. 4712. Then National Defense Authorization Act (NDAA) for Fiscal Year 2013 (pub.L.112-239, enacted January 2, 2013) mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections". This program requires all grantees, their sub-grantees and subcontractors to:
  - i. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;

- ii. Inform their employees in writing of employee whistleblower protections under 41 U.S.C 4712 in the predominant native language of the workforce; and
- iii. Contractors and grantees will include such requirements in any agreement/contract made with a subcontractor or grantee.

Employees of a contractor, subcontractor, grantee or sub grantee may not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any contract, policy, form or condition of employment.

The “Pilot Program for Enhancement of Contract or Employee Whistleblower Protections” is in effect for all grants contracts, sub-grants and subcontracts through January 1, 2017.

- 8. **TERM.** The initial term of this Contract shall be from approximately July 1, 2014 through October 30, 2015. This Contract is not eligible for renewal, unless mutually agreed upon by both parties. Both initial contract and any potential subsequent renewal funding will be based on the availability of funding from federal, state, and if appropriate, local sources.

## 9. **CANCELLATION AND TERMINATION**

- a. **Termination for Cause.** DHS may terminate this Contract after providing the Contractor with 30 calendar days written notice of the Contractor’s right to cure a failure of the Contractor to perform under the terms of this Contract.
  - i. The Contractor may terminate this Contract after providing DHS with 30 days written notice of DHS’ right to cure its failure to perform under the terms of this Contract.
  - ii. Upon the termination of this Contract for any reason, or upon contract expiration, each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

In the event of termination for cause by the Contractor, the Contractor shall be entitled to receive compensation for any payments owed under the contract only for deliverables that have been approved and accepted by DHS. In the event of termination for cause by DHS, the Contractor shall be entitled to receive compensation for any payments owed under the contract for deliverables that have been approved and accepted by DHS and may be compensated for partially completed Services that have value for DHS going forward. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such Services as set

forth in the contract. Alternatively, at the sole discretion of DHS, the Contractor may be compensated for the actual Service hours provided. DHS shall be entitled to a refund for Services paid for but not received or implemented, such refund to be paid within 30 days written notice to the Contractor requesting the refund.

- b. **Termination for Convenience.** Either party may terminate this Contract at any time, without cause, by providing a written notice to the other party at least 30 days in advance of the intended date of termination.

In the event of termination for convenience by the Contractor, the Contractor shall be entitled to receive compensation for any payments owed under the contract only for deliverables that have been approved and accepted by DHS. In the event of termination for convenience by DHS, the Contractor shall be entitled to receive compensation for any payments owed under the contract for deliverables that have been approved and accepted by DHS and may be compensated for partially completed Services that have value for DHS going forward. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such Services as set forth in the contract. Alternatively, at the sole discretion of DHS, the Contractor may be compensated for the actual Service hours provided. DHS shall be entitled to a refund for Services paid for but not received or implemented, such refund to be paid within 30 days written notice to the Contractor requesting the refund.

- c. **Contract Cancellation.** DHS reserves the right to immediately cancel this Contract, in whole or in part, without penalty and without an opportunity for Contractor to cure if the Contractor:
  - i. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
  - ii. Makes an assignment for the benefit of creditors;
  - iii. Fails to follow the sales and use tax certification requirements of s. 77.66, Wisconsin Statutes;
  - iv. Incurs a delinquent Wisconsin tax liability;
  - v. Fails to submit a non-discrimination or Affirmative Action Plan as required herein;
  - vi. Fails to follow the non-discrimination or affirmative action requirements of Chapter 111, subch. II, Wisconsin Statutes (Wisconsin's Fair Employment Law);
  - vii. Becomes a state or federally debarred Contractor;
  - viii. Is excluded from federal contracts;
  - ix. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
  - x. Fails to maintain the confidentiality of the state's information that is considered to be Confidential Information, proprietary, or containing

Personally Identifiable Information, or otherwise breach the terms of the Business Associate Agreement (Attached);

- xi. If at any time the Contractor's performance threatens the health or safety of a state employee, citizen, or customer.

**10. CONTRACTOR COMPLIANCE.** The Contractor shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

**11. STAFFING AND SUBCONTRACTING.**

- a. As stated in Section 5.3.3 of RFP S-0214 DHCAA-14, DHS reserves the right to approve all project personnel assigned to the contract and any changes in such personnel throughout the life of the contract. This will include but is not limited to, review and approval of all staff resumes.
- b. The Contractor will be responsible for contract performance when a subcontractor(s) is used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the Contractor must clearly explain their participation. No part of this Contract may be subcontracted without written consent of the Department received by the contractor prior to subcontract execution.

**12. NON-APPROPRIATION.** DHS reserves the right to cancel this Contract in writing, in whole or in part, without penalty, if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.

**13. PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY.** DHS shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS also reserves the right to cancel this Contract as provided in Section 10, Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the contract term.

**14. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION.** In connection with the performance of work hereunder, it may be necessary for DHS to disclose to Contractor certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information ("Confidential Information"). The Contractor shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations herein. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in

furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

Business Associate Agreement incorporated into this Contract must be completed by Contractor (Attached).

*Indemnification:* In the event of a breach of this section by Contractor, Contractor shall indemnify and hold harmless the State and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its subcontractors, employees and agents, in violation of this section, including but not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this section.

*Equitable Relief:* The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that the State, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

15. **REFUND OF CREDITS.** Within 60 days of DHS request, the Contractor shall pay to DHS any credits resulting from an order that DHS determines cannot be applied to future invoices. DHS shall determine the method of credit.
16. **NOTICE AND CHANGE OF CONTACT INFORMATION.** Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) business days after mailing by postal service, certified or registered mail-receipt requested.

In the event the Contractor moves or updates contact information, the Contractor shall inform DHS of such changes in writing within 10 business days. DHS shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice.

17. **EXAMINATION OF RECORDS.** DHS shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if DHS so requests. Any charges for copies of books, documents, papers, records, computer data storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Contract.
18. **BREACH NOT WAIVER.** A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or acceptance of any defective item or work furnished by the Contractor.
19. **CONTRACT AMENDMENT.** This Contract may not be modified or amended except by mutual contract of both parties in writing.
20. **SEVERABILITY.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
21. **SOVEREIGN IMMUNITY.** Nothing in this Contract shall be construed to constitute a waiver of the State's sovereign immunity under the Eleventh Amendment to the United States Constitution and Article IV, Section 27 of the Wisconsin Constitution.
22. **DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety, or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the State, and either of the representatives, in good faith concludes, after a good faith attempt to resolve

the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

23. **NO QUANTITY GUARANTEES.** DHS may obtain related products and Services from other sources during the term of the contract. DHS makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products or Services will be procured through this Contract.
24. **TIME IS OF THE ESSENCE.** Timely provision of the Services required under this Contract shall be of the essence of the contract, including the provision of the Services within the prioritized time frames agreed herein.
25. **DEFAULT AND REMEDY.** If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from DHS to do so, the Contractor shall reimburse DHS for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction.

In case of failure to deliver Services in accordance with this Contract, DHS, upon written notice to the Contractor, may procure such Services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to DHS. Prior written notice shall not be required where, in the opinion of DHS, the public health, safety, or welfare is endangered by the act or omission of the Contractor.

26. **ENTIRE CONTRACT.** This Contract, including all documents incorporated herein by reference, constitutes the final and complete contract of the Parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous contracts, understandings, negotiations, and discussions, whether oral or written, by the Parties. This Contract shall be construed as a fully integrated Contract. There are no warranties, representations, or contracts among the parties in conjunction with the subject matter hereof, except as specifically set forth or referred to herein.
27. **APPARENT AGENCY.** The Contractor shall not take any action, or make any omission, that may imply, or cause others to reasonably infer, that the Contractor is acting as DHS' agent in any matter or in any way not expressly authorized by this Contract.
28. **RESPONSIBILITY FOR ACTIONS.** The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of DHS.
29. **SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL.** During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to DHS. The Contractor shall

preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of DHS, in accordance with the instruction of DHS. The Contractor shall be responsible for damage to DHS' equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, contracted personnel, or subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to DHS by law or in equity.

**30. ROYALTY-FREE RIGHTS TO USE SOFTWARE OR DOCUMENTATION DEVELOPED.** The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyrights in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a Contractor purchases ownership.

**31. PROVISION OF SERVICES.** The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to DHS satisfaction; DHS' decision in that regard shall be final and conclusive. DHS may inspect, observe, and examine the Quality of the Goods provided and/or the performance of the Services rendered on DHS premises at any time. DHS may inspect, observe, and examine the performance of Contractor's Services at reasonable times, without notice, at any other premises.

If DHS notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the contract requirements for any reason other than as a result of DHS' default or negligence, the Contractor shall, at its own expense, replace the Services to the satisfaction of DHS, and/or re-schedule and perform the work correctly within such reasonable time as DHS specifies. DHS may implement a Corrective Action Plan (CAP) in an effort to remedy performance deficiencies. This remedy shall be in addition to any other remedies available to DHS by law or in equity.

**32. CONTRACTOR PERSONNEL.** DHS reserves the right to refuse to admit to DHS premises any person employed or contracted by the Contractor whose admission in the opinion of DHS would be undesirable.

If requested by DHS, the Contractor shall provide a list of the names and addresses of all Contractor's employees, contracted personnel, or subcontractor's employees who may at any time require admission to DHS premises in connection with the delivery of Goods to be provided and/or performance of Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the contract, and other particulars as DHS may require.

**33. BACKGROUND OR CRIMINAL HISTORY INVESTIGATION.** Prior to the commencement of any Services under this Contract, DHS may request a background or criminal history investigation of any of the Contractor's employees, contracted personnel, and subcontractor's employees, who will be providing Services to DHS under the

Contract. If any of the stated personnel providing Services to DHS under this Contract is not acceptable to DHS in its sole opinion as a result of the background or criminal history investigation, DHS may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service contract.

- 34. PERFORMANCE.** Work under this Contract shall be performed in a timely, professional, and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its contracted personnel or its subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and state or agency work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services so as to deliver the Goods and/or perform the Services in a reasonably safe manner and comply fully with all applicable codes, regulations, and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

- 35. WARRANTY & LIENS.** Services rendered shall be strictly in accordance with the order placed and may not deviate in any way from the terms, conditions or specifications of this Contract, without the prior written approval of DHS.

Services provided under this Contract must conform to the specifications outlined in the original solicitation and in all documents incorporated under this Contract or subsequently issued by Service Level Agreement(s). Deviations in Services provided may only be made with written agreement between the State and the Contractor.

- 36. CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

Worker's compensation insurance, as required under Chapter 102, Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;

- a. Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of \$1,000,000 liability for bodily injury and property damage including products liability and completed operations;

- b. Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of \$1,000,000 per occurrence combined single limit for automobile liability and property damage; and
- c. A Certificate of Insurance, showing up-to-date coverage, shall be on file in the agency before the contract may commence.

DHS reserves the right to require higher or lower insurance limits when warranted.

- 37. **CONTRACTOR INDEMNIFICATION.** Contractor shall hold DHS harmless and shall indemnify the State, its agencies, officers, and employees against any and all claims, suits, actions, liabilities, and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the negligent acts or omissions of the Contractor, its agents, officers, employees, or subcontractors.
- 38. **INDEPENDENT CONTRACTOR.** The Contractor shall act as an independent Contractor in performing all Services under this Contract and, except as otherwise outlined herein, shall maintain complete control over its employees, contracted personnel, and subcontractors, if any.
- 39. **STATE EMPLOYEES.** The Contractor may not contract with or employ a current state employee, including a member of any State Board or Commission, or an individual retained as a full-time contractor by the state, during the term of this Contract.
- 40. **DEBARMENT CERTIFICATION.** The Primary Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of certification; and
  - d. Have not within a three (3) year period preceding this Contract had one (1) or more public transaction (federal, state, or local) terminated for cause or default.

If the prospective primary Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this response.

41. **ANTITRUST ASSIGNMENT.** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the State all rights, title, and interest in and to all causes of action, claims, and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular Services purchased or acquired by the State under this Contract.
42. **ANTI-LOBBYING ACT.** The Anti-Lobbying Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
43. **OWNERSHIP RIGHTS.** Unless an ownership interest is granted herein to the Contractor, all deliverables, data, documentation, reports or other writings in any format, and all innovations designed, developed, or delivered to DHS under this Contract shall become the property of DHS and shall not be copyrighted, trademarked, or patented by the Contractor. If the Contractor is granted an ownership interest, DHS reserves the non-revocable, nonexclusive right to reproduce, distribute, and use any submitted report, data,

material, any software or modifications, and any associated documentation provided hereunder.

44. **PROMPT PAYMENT.** DHS shall pay properly submitted Contractor invoices within 30 days of receipt, providing that the Services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Contract and all documents incorporated herein by reference.

A properly submitted invoice is defined as one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

If DHS fails to pay a properly submitted invoice within 30 days of receipt, it shall pay a late payment penalty as provided in s. 16.528, Wis. Stats. If DHS declares a good faith dispute in regard to an invoice pursuant to s.16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and be exempt from the prompt payment requirement for the disputed portion until the dispute is resolved.

45. **STATE TAX EXEMPTION.** DHS is exempt from payment of Wisconsin sales or use tax on all purchases.

46. **PROMOTIONAL ADVERTISING AND NEWS RELEASES.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any agency or other sub-units of the state government, or any state official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of DHS.

The Contractor may identify the State of Wisconsin as a client when the Contractor provides a list of Contractor's clients.

47. **RECORDS, RECORDKEEPING AND RECORD RETENTION.** Under §19.36 (3), Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, state, and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for three (3) years.

48. **ASSIGNMENT OF CONTRACT.** The Contractor shall provide prior written notice to DHS before assigning this Contract to another party. DHS reserves the right to withhold approval of any such assignment. The terms and conditions of this Contract, as well as any rights obligations and liabilities associated with such, shall survive any and all

assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.

49. **FORCE MAJEURE.** Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case, the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
50. **EQUAL EMPLOYMENT OPPORTUNITY.** As directed per federal Executive Order 11246 and amended by Executive Order 11375 and as supplemented by the Department of Labor Regulations (41 CFR Part 60): the Executive Order prohibits federal contractors and subcontractors who do over \$10,000 in government business in one (1) year from discriminating in employment decision on the basis of race, color, religion, sex or national origin. This Executive Order also requires a government Contractor to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. (<http://www.dol.gov/compliance/laws/comp-eeo.htm>)
51. **AMERICANS WITH DISABILITIES.** This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and state and local governments, except public transportation services.
52. **AFFIRMATIVE ACTION PLAN (AA).** As required by Wisconsin's Contract Compliance Law (s. 16.765, Wis. Stats.), every Contractor contracting with the State must agree to equal employment and affirmative action policies and practices in its employment programs. The Contractor must submit an Affirmative Action Plan within 15 working days of the signed Contract. Exemptions exist, and are noted in the Instructions for Vendors posted on the following website:  
<http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.

The Contractor must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan in accordance to the Wisconsin Office of Contract to:

Department of Health Services  
Division of Enterprise Services  
Bureau of Strategic Sourcing  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 655  
P.O. Box 7850  
Madison, WI 53707

Compliance with the requirements of the AA Plan will be monitored by the DHS Office of Affirmative Action and Civil Rights Compliance.

- 53. CIVIL RIGHTS COMPLIANCE (CRC).** All primary recipients and sub-recipients of DHS must file a new Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of 2014-2017 regardless of the number of employees and the amount of the funding received. Primary recipients and sub-recipients with 50 or more employees and who receive over \$50,000 in funding must complete a Civil Rights Compliance Plan (CRC Plan). The CRC Plan should not be sent to the State department, but must be submitted upon request or available for review during an on-site monitoring visit. Complete Instructions and Templates for CRC Letter of Assurance and CRC Plans can be located at the following link:  
<http://www.dhs.wisconsin.gov/Publications/P0/p00164.pdf> (717KB)

For technical assistance on all aspects of the Civil Rights Compliance, the Contractor is to contact the DHS AA/CRC Office at the address listed in Section 45, Affirmative Action Plan.

All Contractors must comply with the CRC Plan requirements within 15 working days of the award date of the agreement or contract in accordance with the procedures outline on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

Failure to comply with the Section 45 or 46 provisions may result in the following consequences:

- Termination of this Contract as provided in Section 7, Cancellation and Termination;
- Designation of the Contractor as "ineligible" for future consideration as a responsible qualified bidder or proposer for state contracts; or
- Withholding of payment(s) due under the contract until the Contractor is in compliance.

- 54. DRUG-FREE WORKPLACE.** The federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five (5) days after such conviction.

- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Wisconsin WIC Program that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

**55. DISCLOSURE STATEMENTS.** If the Contractor or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last three (3) years, summarize in a separate attachment all relevant details of the bankruptcy.

In addition, Contractors must provide a statement that discloses any administrative action or lawsuit, threatened or pending, that regards: (1) a financial matter that could significantly affect the organization's solvency or financial ability to successfully perform under this Contract; (2) a matter that has been or would be brought against the organization as a party to a contract by another party to that contract; or (3) a licensing or regulatory matter that would affect the organization's credentials or ability to perform under this Contract. Furthermore, Contractor must disclose any past contract actions brought against the organization for breach of contract or any contracts that were terminated because of the organization's breach or financial instability.

If the Contractor is a subsidiary, this information must also be submitted for all parent companies. If the Contractor will use subcontractors, associated companies, or others to complete the work of the project, the Contractor's responses must include pertinent subcontractor information.

**56. AUDIT LANGUAGE**

The Contractor and any subcontractor(s) must be able to substantiate their financial stability. Independently audited financial statements for the last completed fiscal years, along with additional supporting documentation (Income Statement, Statement of Cash Flows, Balance Sheet, and Statement of Change in Financial Position along with all auditors' notes) must be submitted annually. If the Contractor is a subsidiary, the parent company must be identified and the consolidated audited financial statements of the parent company must be submitted. The State may request reports on financial stability from independent financial rating services to substantiate the proposing Contractor's stability. Contractor's firm name is to be included on each page submitted.

If no audit is required, please explain why and submit two (2) years of financial statements certified by two (2) officers of the Board of Directors, and the chief financial officer/financial manager.

57. **PARTIES' CONTACT INFORMATION.** Communications to either the Contractor or DHS shall be provided in the manner(s) indicated herein. The parties reserve the right to make changes to the contact information by giving 10 days written notice to the other.

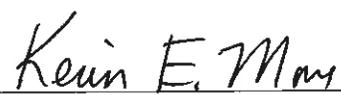
<b>Contractor Program Manager</b>	Tim Lenning CSG Government Solutions 180 N. Stetson Ave, Suite 3200 Chicago IL 60601 Telephone: (312) 423-2111 Email: tlenning@csgdelivers.com
<b>DHS Contract Administrator – Fiscal</b>	Sheila Kurt Department of Health Services Division of Health Care Access and Accountability Bureau of Operational Coordination 1 West Wilson Street, Room 427 Madison, WI 53703 Telephone: (608)-261-6862 Email: Sheila.Kurt@dhs.wisconsin.gov
<b>DHS Contract Administrator</b>	Tricia LaPlant Department of Health Services Division of Health Care Access and Accountability Bureau of Operational Coordination 1 West Wilson Street, Room 472 Madison, WI 53703 Telephone: (608)-267-6847 Email: Tricia.LaPlant@dhs.wisconsin.gov

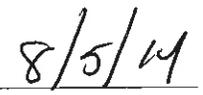
58. **TIMELY CONTRACT SIGNING.** In order for this Contract to become effective, both parties' Authorized Representatives must sign below within 60 days of one (1) another. If the number of days between signature dates, inclusive of the two (2) signature dates, exceeds 60, this Contract becomes null and void.

Signatures:

  
 \_\_\_\_\_  
 Tim Lenning, Executive VP  
 CSG Government Solutions

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Kevin Moore  
 Deputy Secretary  
 Department of Health Services

  
 \_\_\_\_\_  
 Date

## DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**“Acceptance”** means a manifestation of assent by the State to the terms, Services, Goods or other items offered by the Contractor under the Contract. Unless the particular methodology and measure of acceptance of the offered terms, Services, or Goods is set forth herein, acceptance shall occur, in the case of Goods, after delivery is taken and the Goods are inspected, and payment has been made; or in the case of Services, those Services have been provided to the State’s satisfaction and acceptance, and payment has been made.

**“Agency”** means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts.

**“Business Day”** means any day on which the Contracting Agency is open for business, generally Monday through Friday unless otherwise specified in this Contract.

**“Confidential Information”** means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) information expressly designated as confidential in writing by the State. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

**“Contractor”** means an individual, business, or agency that enters into a written contractual contract to provide Products or Services to the State. A Contractor may be a service provider, a supplier of products, a manufacturer, or a consultant.

**“Contracted Personnel”** means Contractor’s employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor to perform work under this Contract.

**“Contracting Agency”** means the State Agency entering into this Contract on behalf of the State.

**“Day”** means calendar day unless otherwise specified in this Contract.

**“DHS Premises”** means any and all physical locations through which DHS conducts business or renders services to its clients including, but not limited to, 1 West Wilson, Madison, Wisconsin, and all institutions affiliated with and under the control of DHS.

**“Default”** means the omission or failure to perform a contractual duty or provide Goods or Services as contractually required.

**“Goods”** means articles of trade or items of merchandise, supplies, raw materials, or finished products, and may also include incidental or related Services as the situation may require.

**“Inspection”** means a careful examination of Goods, commodities, or items produced under this Contract in order to determine their fitness for use.

**“Personally Identifiable Information”** means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security Number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**“Municipality”** includes a county, city, village, town, school district, federally recognized Indian tribe, school board of directors, sewer district, drainage district, vocational, technical, and adult education district or other public or Quasi-public Corporation, board, or other body having authority to award public contracts within the State.

**“State Purchase Order”** means the State’s standard document of purchase.

**“Services”** means all actions, recommendations, plans, research, customizations, modifications, documentation and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

**“State”** means the State of Wisconsin.

**“Subcontract”** means a contract, written or oral, financial or non-financial, between the Contractor and any other party to fulfill the requirements and performance obligations of this Contract.

**“Subcontractor”** means an entity that enters into a contract with the Contractor for the purpose of delivering Goods or providing Services to the State.

**“Work Center”** means a charitable organization or nonprofit institution which is licensed under s. 104.07 and incorporated in this State or a unit of county government which is

operated for the purpose of carrying out a program of rehabilitation for severely handicapped individuals and for providing the individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature, and which is engaged in the production of materials, supplies or equipment or the performance of contractual Services in connection with which not less than 75% of the total hours of direct labor are performed by severely handicapped individuals.

## Exhibit I - Payment Schedule

A	B		C	D	E	F
NO.	PAYMENT MILESTONE		PLANNED COMPLETION DATE	INVOICE AMOUNT	RETAINAGE	PAYMENT AMOUNT
1	MITA Training		9/5/2014	\$150,000.00	(\$30,000.00)	\$120,000.00
2	Project Management Plan		9/23/2014	\$100,000.00	(\$20,000.00)	\$80,000.00
3	Project Schedule		9/23/2014	\$50,000.00	(\$10,000.00)	\$40,000.00
4	Completion of Information Architecture SS-A Workshops		10/20/2014	\$100,000.00	(\$20,000.00)	\$80,000.00
5	Completion of Technical Architecture SS-A Workshops		10/20/2014	\$100,000.00	(\$20,000.00)	\$80,000.00
6	Completion of Business Architecture SS-A Workshops		11/24/2014	\$200,000.00	(\$40,000.00)	\$160,000.00
7	Information Architecture SS-A - As-Is and To-Be Assessment Report		1/6/2015	\$100,000.00	(\$20,000.00)	\$80,000.00
8	Technical Architecture SS-A - As-Is and To-Be Assessment Report		1/6/2015	\$40,000.00	(\$8,000.00)	\$32,000.00
9	Business Architecture SS-A - As-Is and To-Be Assessment Report		1/28/2015	\$200,000.00	(\$40,000.00)	\$160,000.00
10	Acceptance of IA, TA, BA As-Is and To-Be Assessment Reports (Release Retainage)		1/28/2015	\$104,000.00		\$104,000.00
11	To-Be Conceptual and Logical Data Models		1/29/2015	\$100,000.00	(\$20,000.00)	\$80,000.00
12	Seven Conditions and Standards Detailed Report		2/6/2015	\$10,000.00	(\$2,000.00)	\$8,000.00
13	Gap Analysis		2/18/2015	\$10,000.00	(\$2,000.00)	\$8,000.00
14	MMIS Strategy and Recommendations		3/2/2015	\$100,000.00	(\$20,000.00)	\$80,000.00
15	High Level Requirements		3/4/2015	\$55,000.00	(\$11,000.00)	\$44,000.00
16	MITA 3.0 State Self-Assessment (SS-A) Report and Presentation		3/6/2015	\$12,320.00	(\$2,464.00)	\$9,856.00
17	Concept of Operations		3/26/2015	\$25,000.00	(\$5,000.00)	\$20,000.00
18	MITA 5-Year Roadmap Strategic Plan and Presentation		4/1/2015	\$35,000.00	(\$7,000.00)	\$28,000.00
19	RFP Ready Requirements		5/6/2015	\$100,000.00	(\$20,000.00)	\$80,000.00
20	DHIS Enterprise Data Architecture Assessment and Extended Conceptual Data Model		6/11/2015	\$55,000.00	(\$11,000.00)	\$44,000.00
21	MMIS and Fiscal Agent Procurement RFP		7/24/2015	\$115,000.00	(\$23,000.00)	\$92,000.00
22	Advanced Planning Documents		11/25/2015	\$35,000.00	(\$7,000.00)	\$28,000.00
23	Project Closure (Release Retainage)		11/25/2015	\$234,464.00		\$234,464.00
						<b>\$1,692,320.00</b>

**Exhibit II - Invoice Example**

Wisconsin Department of Health Services  
Division of Health Care Access and Accountability  
Bureau of Operational Coordination  
Attn: Sheila Kurt  
1 West Wilson Street  
Madison, WI 53703

**Date:** x/xx/2014

**Invoice #:** xxxx-xx

**Remit Checks Payable to:**  
CSG Government Solutions, Inc.  
180 N Stetson Ave, Suite 3200  
Chicago, IL 60601

**\*\*\*\*Invoice\*\*\*\***

**Contract Name:** MITA 3.0 Assessment and MMIS Strategy and Procurement Approach  
**Contract Number:** S0214-14  
**PO Number:**  
**Period Covered:** xx/xx/2014 - xx/xx/2014

Payment Milestone	INVOICE AMOUNT	RETAINAGE	PAYMENT AMOUNT
MITA Training	\$150,000.00	(\$30,000.00)	\$120,000.00

**Terms:** Payment Due Within 30 Days of Invoice Receipt      **TOTAL DUE**      **\$120,000.00**

**\* Copy of applicable signed Acceptance Agreement forms must be submitted with invoice.**



Kirk Swanson  
Chief Financial Officer

FEIN 36-4150867

# Exhibit III - Milestone\Deliverable Acceptance Agreement Example



**State of Wisconsin**  
Department of Health Services  
Division of Healthcare Access and Accountability

**MITA 3.0 Assessment and MMIS Strategy and Procurement Approach**  
**Contract Number: S0214-14**



**<Insert Phase and/or Deliverable Title>**  
**<Insert Version Number, if applicable>**  
**Acceptance Agreement**

The **<insert deliverable(s) title>** deliverable(s) have been provided to the appropriate individuals for review and approval. Through their signatures on this Acceptance Agreement, the individuals below confirm the completeness, accuracy and DHS acceptance of the product(s).

\_\_\_\_\_  
**<Insert DHS Name\Title>**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**<Insert DHS Name\Title>**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**<Insert CSG Government Solutions Name\Title>**

\_\_\_\_\_  
Date

Contract Name: MITA 3.0 Assessment and MMIS Strategy and Procurement Approach  
Contract Number: S0214-14

## **BUSINESS ASSOCIATE AGREEMENT With Contract**

This Business Associate Agreement is incorporated into the Underlying Contract known as MITA 3.0 Assessment and MMIS Strategy and Procurement Approach and is made between the Wisconsin Department of Health Services, Division of Health Care Access and Accountability ("Covered Entity"), and the CSG Government Solutions ("Business Associate"), collectively the "Parties."

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

Consulting services to support the Medicaid Information Technology Architecture (MITA) 3.0 Assessment and Medicaid Management Information Systems (MMIS) Strategy and Procurement Approach project for the Department of Health Services.

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security, and the transmission of individually identifiable health information created, used, or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

### **1. DEFINITIONS**

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, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103 and, in reference to the party to this Agreement, shall mean CSG Government Solutions.
- b. 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 in this Agreement, shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

### **2. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

- a. Business Associate shall not use or disclose any Protected Health Information except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
- b. Business Associate shall not request, use, or disclose more than the minimum amount of Protected Health Information necessary to accomplish the purpose of the use or disclosure.

- c. Business Associate shall inform the Covered Entity if it or its subcontractors will perform any work outside the U.S. that involves access to, or the disclosure of, Protected Health Information.

### 3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards, including complying 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.
- b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

### 4. REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate shall 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.

- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax, within the next business day following the discovery of any violation.
  - i. The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate or, by exercising reasonable diligence would have been known to the Business Associate.
  - ii. Notification shall be provided to one of the contact persons as listed in section 4.d.
  - iii. Notification shall occur within the first business day that follows discovery of the Violation.
- b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan.
- c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within one week to a contact listed in section 4.d. with the following information:
  - i. Each Individual whose Protected Health Information has been or is reasonably to have been accessed, acquired, or disclosed during the Incident;
  - ii. A description of the types of Protected Health Information that were involved in the Violation (such as full name, social security number, date of birth, home address, account number);
  - iii. A description of unauthorized persons known or reasonably believed to have improperly used or disclosed Protected Health Information or confidential data;
  - iv. A description of where the Protected Health Information or confidential data is believed to have been improperly transmitted, sent, or utilized;
  - v. A description of probable causes of the improper use or disclosure;
  - vi. A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against further Violations;
  - vii. The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence; and
  - viii. A Corrective Action Plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. **Covered Entity Contact Information.** To direct communications to above-referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

Covered Entity Program Manager:  
Tricia LaPlant

DHS Privacy Officer  
c/o Office of Legal Counsel

DHS Security Officer  
Department of Health Services

Department of Health Services  
1 W. Wilson Street  
Madison, WI 53707  
608-267-6847  
Tricia.LaPlant@dhs.wisconsin.gov

Department of Health Services  
1 W. Wilson Street  
Madison, WI 53707  
608-266-5484

1 W. Wilson Street  
Madison, WI 53707  
608-261-8310

**5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE**

In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, the Business Associate shall 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.

**6. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS**

If the Business Associate conducts any Standard Transaction for, or on behalf of, a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162, of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for, or on behalf of, Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

**7. ACCESS TO PROTECTED HEALTH INFORMATION**

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any Protected Health Information held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity, or (as directed by Covered Entity) to an Individual, in order to meet requirements under the Privacy Rule.

**8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION**

At the direction of the Covered Entity, the Business Associate agrees to amend or correct Protected Health Information held by the Business Associate, which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

**9. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE**

The Business Associate agrees to document and make available to the Covered Entity, or (at the direction of the Covered Entity) to an Individual, such disclosures of Protected Health Information to respond to a proper request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**10. INTERNAL PRACTICES**

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Covered Entity, or to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the HHS Secretary, or designee, for purposes of determining compliance with the requirements of HIPAA.

**11. TERM AND TERMINATION OF AGREEMENT**

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
  - i. Exercise any of its rights to reports, access, and inspection under this Agreement;
  - ii. Require the Business Associate within a 30-day period to cure the breach or end the violation;
  - iii. Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
  - iv. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either 11.ii. or 11.iii, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

## 12. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all Protected Health Information and any compilation of Protected Health Information in any media or form. The Business Associate agrees to ensure that this provision also applies to Protected Health Information of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of Protected Health Information in any media is included in and covered by this provision, as well as all originals or copies of Protected Health Information provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **30** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all Protected Health Information has been completed.
- b. If the Business Associate destroys Protected Health Information, it shall be done with the use of technology or methodology that renders the Protected Health Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying Protected Health Information include:
  - i. For paper, film, or other hard copy media: shredding or destroying in order that Protected Health Information cannot be read or reconstructed and
  - ii. For electronic media: clearing, purging, or destroying consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of Protected Health Information unless the information is properly redacted so as to be fully de-identified.

- c. If the Business Associate believes that the return or destruction of Protected Health Information is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate and Covered Entity agree that return or destruction of Protected Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to Protected Health Information and prohibit further uses or disclosures of the Protected Health Information of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any Protected Health Information subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

## 13. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that Protected Health Information from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of Protected Health Information.

## 14. MISCELLANEOUS PROVISIONS

- a. Indemnification for Breach. Business Associate shall, to the extent allowed by Wisconsin law, indemnify the

Covered Entity for costs associated with any Incident arising from the acquisition, access, use, or disclosure of Protected Health Information by the Business Associate in a manner not permitted under HIPAA Rules.

- b. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- c. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- d. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

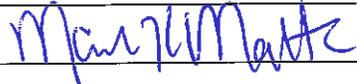
**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY

BUSINESS ASSOCIATE

Print Name: State of Wisconsin - DHS/DHCAA

Print Name: CSG Government Solutions

SIGNATURE: 

SIGNATURE: 

Title: DHCAA Deputy Administrator

Title: Executive V.P.

Date: 8/11/2014

Date: 8/11/2014