RUSK COUNTY
FINANCE COMMITTEE
AGENDA

DATE: April 18, 2023
TIME: 8:30 a.m.
PLACE: First Floor Small Conference Room – Suite C121

**At any time, a quorum of another County Committee or of the County Board may be present at the meeting to observe the proceedings, but no action will be taken except by those Committee Members for the stated Committee meeting and only on noticed agenda items. **

Please Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information, or to request this service, contact the Rusk County Clerk's Office; phone (715)532-2100.

CALL TO ORDER

PUBLIC COMMENT – Limited to five minutes per person

APPROVAL OF MINUTES

1. March 20, 2023 Meeting

DISCUSSION AND POSSIBLE MOTION:

1. Request for levy funds for Drug Court Training to Utilize as Cash Match
2. Out of State Travel – HHS-Environmental Specialist-National Health Association-New Orleans
3. HHS Deputy Director Position
4. Separation of Children's Long-Term Support and Disability Benefit Specialist Position
5. Agreement with LifeQuest for Collection Services
6. Additional ARPA Requests to Forward to County Board (Resolution)
7. Approve Invoices
8. Out of County Travel

REPORTS:

9. Treasurer's report
   (which includes report on Bank Balances and Tax Deed Process)
10. Administrative Coordinator report
    - Update from Personnel Committee
    - Joint Management Items
    - Building Ad-Hoc Committee Updates
    - Hospital & Nursing Home Building Transition
    - Department Overview
11. Clerk's report
    - (which includes updates on Dog/Marriage Licenses and Elections)
    - Department Overview
12. Finance Director's report
    - (which includes reports on Current Year Budget Review, Collection of Back Taxes, Sales Tax, Ambulance Billing, and Insurance)
    - Department Overview
13. Review/Amend Future Committee Meeting Dates

ADJOURN

Agenda prepared by Jaimie Wilk, Finance Director under direction of Chair Randy Tatur
Posted April 13, 2023 at 9:00 a.m.

RUSK COUNTY FINANCE COMMITTEE MINUTES March 20, 2023

Finance Committee Present: Tatur, Hauser, P. Unterschuetz and Rathsack.
Others Present: J. Buchholz-Jones, A. Heath, T. Loomis, J. Wiles and J. Wilk.

CALL TO ORDER
Meeting called to order by Chair Tatur at 1:00 p.m.

PUBLIC COMMENT – Erin Webster commented on ARPA Funds.

APPROVAL OF MINUTES
Motion by Hauser, seconded by Rathsack to approve the February 16, 2023 minutes. Motion carried.

DISCUSSION AND POSSIBLE MOTION
Out of State Travel – HHS – Environmental Specialist-National Health Association-New Orleans
Jeremy Jacobs (HHS Director) will bring to next months meeting.
Purchase of Sheriff's Department Dash and Body Cameras
Sheriff Jeff Wallace asked for approval of 1 dash camera and 2 body cameras.
Motion by P. Unterschuetz, seconded by Hauser to approve the purchase of the Sheriff's Department Dash and Body Cameras for $11,400.00 for 1 dash and 2 body cams paid through the Sheriffs law enforcement Grant. Motion carried
Contract with Municipal Services Bureau (MSB) for Credit Card Processing
Discussion held on contracts with Municipal Service Bureau (MSB) presented by Jaimie Wilk, Finance Director.
Motion by Hauser, seconded by Rathsack to cancel the contract with Municipal Services Bureau (MSB). Motion carried.
Funding for Fairgrounds Capital Projects
Discussion held on updates for Capital Projects on the Fairgrounds.
Motion by Rathsack, seconded by Hauser to postpone any decisions on Fairground Capital Projects. Motion carried.
RCTC Request for Additional Funds for Bus Purchase - No action was taken.
Updates to Purchasing Policies in Financial Procedures Manual
Discussion held about changing the chapter 9 purchasing policies in the Financial Procedures Manual.
Motion by Hauser, seconded by P. Unterschuetz to forward the updated Purchasing Policies in Financial Procedures Manual from $1,000.00 to $1,500.00 and add the words with the exception of obsolete or damaged beyond repair electronics as determined by the IT Department. Also add or approved by the property committee and forward to County Board. Motion carried.
Opioid Settlement Resolution
Discussion held about Opioid Settlement Resolution.
Motion by Rathsack, seconded by Hauser to forward the Opioid Settlement Resolution to county board. Motion carried.
Agreement with LifeQuest for Collection Services - No update.
Local Assistance and Tribal Consistency Funds (LATCF)
Discussion held about getting $50,000 last year from LATCF and this year the county will receive another $50,000. No money has been spent and it will be the last year they receive anymore money.
Additional ARPA Requests to Forward to County Board (Resolution)
Consensus of the committee to postpone till next meeting.

Approve Invoices
Discussed the invoices presented.
Motion by P. Unterschuetz seconded by Rathsack to approve the March AP Report as presented. Motion carried.
Out of County Travel – Conference for the Finance Director April 19-21, 2023.
Motion by Rathsack, seconded by P. Unterschuetz to approve Out of County Travel for the Finance Director for April 19-21, 2023. Motion carried.

REPORTS
Treasurer's report (which includes report on Bank Balances and Tax Deed Process) – No Update
Administrative Coordinator report
Ashley gave an update on Wage Study, Joint Management Items, AD HOC Committee Building Updates and Hospital and the Nursing Home Building Transition.
Clerk's report (which includes updates on Dog/Marriage Licenses and Elections)
Jill Buchholz-Jones, Chief Deputy Clerk gave a report on Dog/Marriage Licenses and April Election.
Finance Director's report – No Update

Reschedule April Finance Committee Meeting
Tuesday April 18th at 8:30 a.m. in the 1st floor small conference room.

ADJOURN
Chair adjourn at 2:27 p.m. Motion carried.

COLLECTIONS ON BACK TAXES AND TAX DEED TAKEN - RUSK COUNTY

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
JANUARY	68,751.87	82,560.95	121,089.14	109,061.35	59,727.65	101,910.19	48,256.82	43,644.48	39,245.68	48,259.57
FEBRUARY	56,648.14	61,207.44	75,148.29	56,311.55	59,106.37	42,164.69	65,689.86	26,444.00	29,105.81	37,010.82
MARCH	36,082.21	62,294.28	40,032.30	50,810.54	52,858.55	29,438.41	50,319.13	51,393.07	27,250.58	30,328.76
APRIL	59,960.55	45,866.29	78,560.06	37,351.43	43,572.04	63,126.51	43,025.09	29,273.70	25,878.55	
MAY	64,466.41	40,699.57	24,080.93	33,460.19	41,158.49	16,531.45	20,154.92	17,880.51	25,062.53	
Tax deeds										
JUNE	59,064.14	28,669.17	28,181.35	37,999.20	18,537.92	15,161.71	39,721.70	21,150.77	9,173.52	
JULY	61,954.63	59,497.97	41,109.74	82,237.51	47,323.53	23,736.19	47,592.72	27,665.47	33,175.34	
AUGUST	34,091.14	25,593.02	26,197.54	43,254.10	39,198.11	37,751.70	30,468.35	30,129.42	14,338.04	
SEPTEMBER	98,526.43	117,983.71	125,496.74	171,860.18	107,483.43	128,538.96	132,086.36	89,312.86	94,210.49	
OCTOBER	74,062.73	64,674.91	97,323.79	69,470.19	54,447.41	60,108.82	105,356.85	66,681.89	72,758.67	
NOVEMBER	35,645.46	68,256.89	104,293.62	81,022.81	58,294.99	34,894.32	42,277.66	36,635.48	65,794.16	
DECEMBER	105,249.97	123,811.95	96,276.92	92,289.29	83,758.00	76,226.97	88,626.85	87,910.86	61,665.17	
TOTAL (Unaudited)	**754,503.68**	**781,116.15**	**857,790.42**	**865,128.34**	**665,466.49**	**629,589.92**	**713,576.31**	**528,122.51**	**497,658.54**	**115,599.15**
Not received 8/31	732,559.66	734,284.93	841,849.47	701,138.04	646,822.45	599,632.14	559,407.29	466,154.31	474,472.06	
Gain in fund Balance	**21,944.02**	**46,831.22**	**15,940.95**	**163,990.30**	**18,644.04**	**29,957.78**	**154,169.02**	**61,968.20**	**23,186.48**	**115,599.15**
Used from fund bal	**none**	**none**	**none**	**none**	**none**	**none**	**none**	**none**	**none**	**none**
Unpaid taxes 12/31	**980,553.37**	**933,722.15**	**917,781.20**	**753,790.90**	**735,146.86**	**705,189.08**	**551,020.06**	**489,051.86**	**465,865.38**	**350,266.23**
	12/31/14	12/31/15	12/31/16	12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22	12/31/22

*Redemption tax journal entry not included in this figure.

SALES TAX RECAP - RUSK COUNTY 100-90-41221-000

Check Received in:	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	50,995.01	52,856.46	65,181.65	64,259.59	62,482.12	54,533.93	58,266.85	63,443.95	70,769.02	58,698.68	81,303.60	75,493.99
February	47,718.52	55,054.81	71,004.55	78,532.20	90,652.25	60,270.91	44,740.62	54,136.42	71,786.34	90,116.82	92,171.45	
March	62,518.02	67,235.99	76,720.72	75,529.34	50,741.34	76,604.87	88,226.06	74,703.97	66,972.71	95,062.16	82,805.56	
April	68,685.57	50,483.95	59,230.49	73,756.84	92,966.60	75,774.68	81,045.36	69,260.39	76,658.26	109,100.45	110,930.09	
May	55,401.54	82,560.51	85,157.57	81,894.42	75,835.02	72,968.06	65,209.18	88,537.57	109,637.77	112,249.05	109,613.09	
June	84,724.71	92,190.51	104,508.19	86,627.03	92,688.21	84,012.97	111,358.41	126,016.79	100,856.02	97,357.49	110,211.17	
July	76,830.47	62,407.21	72,826.73	74,933.74	80,887.32	78,579.78	66,086.34	69,788.92	95,024.47	116,809.89	116,412.42	
August	71,364.85	84,266.52	124,182.61	92,291.23	77,644.49	74,774.01	94,074.64	101,238.68	109,290.86	101,062.74	108,768.45	
September	74,934.29	89,777.87	78,275.99	70,973.37	79,040.27	89,422.63	86,516.73	100,836.85	79,724.43	90,799.93	125,173.77	
October	64,956.35	51,318.58	91,481.79	82,741.20	69,455.48	72,822.99	74,967.08	65,758.18	97,672.58	102,575.82	102,474.69	
November	66,482.89	83,049.00	74,431.77	73,001.77	58,131.53	62,439.73	73,111.31	82,826.97	79,852.18	99,116.92	82,091.47	
December	65,833.39	63,622.79	69,811.48	47,414.27	67,914.49	88,432.19	87,069.98	85,095.05	82,333.97	117,507.20	120,299.01	
TOTALS	**790,445.61**	**834,824.20**	**972,813.54**	**901,955.00**	**898,439.12**	**890,636.75**	**930,672.56**	**981,643.74**	**1,040,578.61**	**1,190,457.15**	**1,242,254.77**	**75,493.99**
	up 9%	up 5.6%	up 17%	down 7%	down < 1%	down < 1%	up 4%	up 5%	up 6%	up 13%	up 4%	
Average per month	65,870.47	69,568.68	81,067.80	75,162.92	74,869.93	74,219.73	77,556.05	81,803.65	86,714.88	99,204.76	103,521.23	75,493.99
Used to reduce county levy	650,000.00	800,000.00	950,000.00	950,000.00	950,000.00	950,000.00	950,000.00	950,000.00	925,000.00	925,000.00	1,025,000.00	1,125,000.00

COLLECTION AGREEMENT BETWEEN
ALLIANCE COLLECTION AGENCIES, INC.
AND
COUNTY OF RUSK

THIS AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO AS OF JUNE 1, 2016 BY AND BETWEEN **COUNTY OF RUSK**, WHOSE ADDRESS AND PRINCIPAL PLACE OF BUSINESS IS 311 MINER AVE E, SUITE C150, LADYSMITH, WI 54848 AND WHOSE SIGNATURE APPEARS BELOW BY A DULY AUTHORIZED REPRESENTATIVE, HEREINAFTER REFERRED TO AS "CLIENT" AND ALLIANCE COLLECTION AGENCIES, INC., A WISCONSIN CORPORATION WHOSE ADDRESS AND PRINCIPAL PLACE OF BUSINESS IS 3619 S. BUSINESS PARK AVE., MARSHFIELD, WI 54449 BY ITS DULY AUTHORIZED REPRESENTATIVE, HEREINAFTER REFERRED TO AS "AGENCY", A COLLECTION AGENCY DULY LICENSED UNDER AND PURSUANT TO THE LAWS OF THE STATE OF WISCONSIN.

RECITALS:

WHEREAS, the Client asks Agency to pursue collection of Client's accounts ("the Consumer" or "Patients") and other evidences of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth; and,

WHEREAS, the parties contemplate a future course of dealing and wish to set forth and define herein the mutual rights, obligations and liabilities of the parties in such course of dealing,

NOW THEREFORE, in consideration of the promises and mutual agreements of the parties hereto it is hereby agreed as follows:

1.0 **Appointment of Agency**

1.1 Client hereby appoints Agency as its agent to collect and receive for Client all sums of money due or payable to Client for claims which Client lists with Agency. Client warrants that the information furnished to Agency regarding the identity of the Consumer is accurate, the Consumer's account balance is the correct amount owed by the Consumer and all payments and credits due Client from the Consumer have been properly credited to the Consumer's balance prior to listing with Agency. Client agrees to cease all invoicing, notices, and collection efforts against patient accounts that have been placed with Agency. Client shall refer all inquiries, requests, payment promises, and settlement offers from the Consumer to Agency. If Client negotiates payments and or settlements with the Consumer, it agrees to immediately notify Agency and to pay Agency its contracted rate of Commission.

1.2 For purposes of this Agreement, "Client" includes each current and future entity or facility that is directly or indirectly owned or controlled by, affiliated with, or under common ownership or control with Client, whether for profit or not for profit, including but not limited to, physician groups or practices, home care providers, home infusion therapy providers,

ambulatory care facilities, outpatient surgery centers, outpatient diagnostic centers, imaging centers, urgent care facilities, long term care facilities, hospices, clinics, hospitals, eye clinics and retail pharmacies. Agency shall receive a listing of changes to the Client's facilities on a periodic basis when facilities are added or removed from association with the Client.

2.0 Indemnification

Each party hereby covenants and agrees to indemnify and hold the other party harmless from and against all damages and awards because of the actions or failure to act of the party's employees, officers, and agents.

3.0 Relationship of Parties

The parties expressly acknowledge that Agency and Agency's employees are independent contractors with respect to Client, and that nothing in this Agreement is intended, nor shall be construed, to create an employer/employee relationship, a joint venture or landlord/tenant relationship. Agency hereby acknowledges and agrees that neither Agency nor Agency's employees shall be entitled to any employment benefits from Client, expressly including, but not limited to, worker's compensation insurance, unemployment compensation insurance or pension.

Neither party has the authority to bind nor act on behalf of the other party except as otherwise specifically stated herein this Agreement, or by prior written agreement of both parties.

4.0 Reasonable Collection Efforts

Agency shall use only ordinary and reasonable collection efforts as permitted by law and shall comply with all applicable Federal and State statutes and regulations, including by not limited to the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Wisconsin Consumer Act and the Health Insurance Portability and Accountability Act.

5.0 Confidentiality

Agency acknowledges that during the course of this Agreement, Client may make Confidential Data available to Agency or Agency may otherwise learn of trade secret or Confidential Information and/or Client patients' consumer, financial and medical information and records (collectively, hereinafter "Confidential Information). Agency agrees to hold all Confidential Information obtained in the normal course of business in a strict and confidential manner and to protect the privacy right of all Consumers and Client at all times, in accordance with all applicable State and Federal laws and/or regulations.

6.0 HIPAA Compliance

Upon execution of this Agreement, Agency becomes a Business Associate of Client under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HITECH Act. As such, Agency agrees to enter into a Business Associate Agreement with Client no later than the effective date of this Agreement, as required by HIPAA regulations and comply with all HIPAA and HITECH Act privacy, security, and transactions and code set requirements as applicable. (See Attachment A - "Business Associate Agreement." which is incorporated into this Agreement by reference.)

7.0 Payments to Agency and Client

7.1 Agency shall have authority to receive payments in cash, check, or money order and shall have authority to endorse check, drafts, money orders, and other negotiable instruments which may be received in payment.

7.2 The Agency shall remit all monies collected by the Agency to Client on a regular basis along with the corresponding remittance report. The remittance shall be the amount collected. Electronic transferring of funds and reporting will become mandatory as the Client creates that ability.

7.3 The Agency will be paid within thirty (30) days of receipt of Payments or Debtor funds. The Client will continue to accept direct payments from the Patient or Debtor.

7.4 **Agency operates on a contingency fee basis and earns its commission on actual monies received whether that money is paid direct to the Client or paid to Agency. Client will inform Agency of all direct payments received by Client in a timely basis on accounts assigned to Agency so that such accounts may be properly credited in accordance with the Fair Debt Collection Practices Act.**

8.0 Legal Action Requirements

8.1 Agency will recommend legal action be taken to recover monies owed to Client if it believes this to be the last available means to affect collection and after analyzing the financial resources of the Consumer in question. Agency shall make this recommendation to Client in writing in the form of a Suit Authorization. Client has the sole authority to determine whether the Consumer shall be litigated against and to select an attorney for that purpose. Client gives approval to pursue litigation by signing Suit Authorization.

8.2 In the event of litigation and if Client elects not to designate a particular attorney, Agency is authorized to select an attorney to litigate the account. Agency may retain such attorney on prescribed terms with the understanding that litigation will be conducted in the name of Client. Agency shall advise Client immediately of any such selection made by Agency. Any such attorney selected shall be considered Client's attorney. Client agrees that Agency has permission to communicate directly with such attorney, for example, for the purposes of providing account information

to the attorney. However, the conduct of the attorney shall be subject to the control of Client.

8.3 The attorney may report directly to Client or to Client through Agency, as desired. Agency will advance all court costs and fees and will apply any funds collected first to court costs and fees as reimbursement and then to any remaining balance of the Consumer's account.

9.0 **This Section Intentionally Left Blank**

10.0 **Liquidated Damages and Pre-Judgment Interest**

10.1 Client authorizes Agency to add the liquidated damage rate of interest to any Consumer turned over for collection and Agency shall receive its commissions on collected liquidated damages according to the commission rate schedule.

10.2 Agency may, upon written approval of the Client, add any applicable pre-judgment interest to an account that may be permitted by state law in the state where the Patient or Consumer resides.

11.0 **Date of Delinquency**

Client represents to Agency that accounts placed with Agency for collection under this Agreement are delinquent based on standards determined by Client and in accordance with the Fair Debt Collection Practices Act.

12.0 **Determination of Bankruptcy**

Upon referral of a new account from Client, Agency will check the account for notice of bankruptcy status. If no record of bankruptcy is found, Agency sends Consumer a validation notice as required by the Fair Debt Collection Practices Act.

13.0 **Length of Account Placement**

Agency shall have seventy two (72) months to collect the accounts from the Patient or Consumer. The seventy two (72) months shall commence from the day the Patient or Consumer is sent to the Agency from the Client. Accounts that have reached the seventy two (72) month may be returned to the client only at the request and discretion of the Client. Agency will continue to work accounts after 72 months if Client does not request return of the account. If Client requests that an account be returned, Agency shall not be required to return any account if:

a) An approved payment plan has been authorized by Client and the Patient or Consumer is current and up to date with payments; or

b) Legal action has been authorized by the Client (Client may require accounts returned following the initial 72 months provided Client agrees to pay all legal fees and costs that have been advanced by Agency), or

14.0 Term and Termination

This Agreement shall commence on June 1, 2016 and shall continue for a period of three (3) years until May 31, 2019, unless sooner terminated as outlined below:

14.1 By mutual agreement of the parties; or

14.2 By any party without cause upon prior written notice to the other parties at least sixty (60) days prior to the end of the then current term. Termination shall be effective at the end of the then current term.

14.3 This section (14.3) intentionally left blank.

14.4 Notwithstanding, the termination of this Agreement for any reason, Agency shall be required to carry out any provision hereof which contemplates performance subsequent to such termination and such termination shall not affect any liability or obligation which may have occurred prior to such termination.

14.5 Upon termination of this Agreement for any reason set forth above, Client shall only be obligated to pay Agency compensation hereunder through the date of termination.

15.0 Cancellation of Agreement

If this Agreement is not renewed for any reason, Agency is required to cancel and return within thirty (30) days all accounts that the Agency is not in the actual process of Collection. Actual process of collection is defined as a payment having been received within the past sixty (60) days. Agency is not required to cancel and return any accounts placed in judgment unless Client reimburses Agency for all court cost and fees, including the attorney's cost involved in obtaining said judgment.

16.0 Electronic Transfer Requirement

Agency will provide an electronic file approved by Client for use in transfer to Secondary Agency. Electronic file will be provided to the client along with the returned accounts when requested by the Client. It will be the Client's responsibility to send the file to any secondary agency.

17.0 Reports

Agency agrees to provide monthly activity and performance reports to Client. Monthly reports must be submitted to Client, which includes summaries of remittances during the month and updates on Patient or Consumer information.

18.0 **Customer Service**

18.1 Agency shall perform collection contacts in a professional and respectful manner. Client and Agency shall not tolerate any harassment, verbal abuse, or compromising of Consumer's rights. Such an infraction may result in Client recalling one or more accounts and/or cancellation of this Agreement.

18.2 Upon Client's request, Agency will provide a written response to complaints received by Client or Agency on any unethical or illegal actions allegedly taken by Agency. The response will be made by an Agency employee authorized to represent Agency and shall be made within five (5) business days of the date Client notifies Agency of such a complaint.

18.3 Agency shall provide detailed information on its customer service record and provisions in place to ensure that:

a) Patient or Consumer contacts are handled appropriately and professionally;

b) Accurate and timely information is always provided to the Patient or Consumer;

c) Processes are in place for recording and resolving customer complaints, including complaints received by Agency from the Department of Financial Institutions or the Consumer Financial Protection Bureau.

d) Service options are available for limited English proficiency accounts. Accounts included, but are not limited to, Spanish, Hmong, and Vietnamese populations.

19.0 **Miscellaneous Requirements**

19.1 Agency will be required to pursue collection of Client accounts in accordance with all local, state and federal laws and regulations.

19.2 Before any account is returned, the Agency must make all reasonable efforts to collect the debt.

19.3 The Agency must provide Client a summary report showing all returned accounts with collection activity detail and reason for the return must be included. Once returned and/or when the contract is terminated, all accounts are owned by the Client and not further actions may be taken by the Agency.

20.0 **Recalling Individual Accounts**

Client reserves the right to recall any individual account at any time at Client's discretion. Agency must return all recalled accounts to Client at no cost and in the manner prescribed by the Client within thirty (30) days of receipt of the written notice. Recalled accounts may be referred to Agency again at a later date.

21.0 **Refunds**

Agency will be responsible for refunding any monies collected in error plus any incurred charges or fees in a timely matter.

22.0 **Agency Training and Compliance Program**

Agency will verify that the employees have received Fair Debt Collection Practices Act (FDCPA) training and HIPAA training. An annual report, if requested by Client, must demonstrate how the Agency has trained its staff regarding the nature of Client debt and service expectations. Agency shall maintain a compliance program and shall put forth its best effort to keep the compliance program active and effective.

23.0 **Auditing**

23.1 Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement shall be subject to examination by Client for a minimum period of six (6) years from the termination of the Agreement. Records shall be sufficient to reflect all costs incurred in performance of the Agreement.

23.2 Upon written request and until the expiration of four (4) years after the last service performed under this Agreement that has a value or cost of $10,000 or more, Agency shall make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or any other duly authorized representative, this Agreement and such books, documents, and/or records of Agency as are necessary to certify the nature and extent of the cost of Client in the performance of this Agreement.

24.0 **Assignment**

This Agreement shall not be assigned by Agency without the prior written consent of Client. Client shall have the right, in its discretion, to assign the rights of Client under this Agreement to one or more affiliated or subsidiary organizations.

25.0 **Compliance with Federal Programs**

Agency represents that it is not excluded or barred from participation in the Medicare, Medicaid, or other federal health care programs, and, in the performance of this Agreement, agrees not to employ, contract with, or obtain goods or services from any person or entity so excluded or debarred in violation of the Health Insurance Portability and

Accountability Act of 1996, Pub. L. No., 104-191, the Balanced Budget Act of 1997, Pub. L. No. 105-33, or the Office of Inspector General Special Advisory Bulletin 99-25427, 9/29/99, or other applicable laws. Agency shall verify compliance with this paragraph by reviewing the website maintained by the US Department of Health and Human Services Office of Inspector General (http://oig.hhs.gov/), and the US General Services Administration (http://epls.arnet.gov). In the event Agency, in the performance of this Agreement, employs, contracts with, or obtains goods or services from an excluded or debarred person or entity, Agency shall immediately notify Client in writing and Client shall have the right to immediately terminate this Agreement, notwithstanding any other provisions of this Agreement, without penalty or costs except those incurred prior to the date of termination.

26.0 **Statutorily Required Bond**

Agency will keep in effect a statutory required bond through the Wisconsin State Department of Finance for the period of Agreement plus 180 calendar days thereafter to protect Client against loss through failure by the Agency or any of its employees or agents to remit to Client all monies due.

27.0 **Corporate Compliance**

Agency acknowledges the Corporate Compliance Plan and commitment of Client to comply with all aspects of the law. In the performance of Agency's duties under this Agreement, Agency shall, at all times, exercise diligence to prevent, detect and resolve violations of the law and criminal conduct by Agency's officers, employees, and agents. In the event Agency fails to meet these requirements in any material way, this Agreement may be immediately terminated by Client.

28.0 **Patient/Consumer Satisfaction**

Agency acknowledges the importance of consumer satisfaction to Client on the part of patients, families, and visitors as well as a positive work environment for physicians and employees. Agency shall work cooperatively with Client to develop mechanisms to measure and monitor consumer satisfaction. In addition, Agency agrees to use Agency's best efforts to provide services and implement changes necessary to satisfy consumers and which result in a positive work environment.

29.0 **Wisconsin Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. In any action brought by or against either party under this Agreement, venue shall be proper in a court of competent jurisdiction located in Rusk County in the State of Wisconsin or United States District Court for the Western District of Wisconsin (if permitted by law and a party elects to file an action in federal court). The parties agree to be subject to personal jurisdiction in, and consent to service of process issued by, a court in which venue is proper as defined in this Section (29.0).

30.0 **Fee Schedule**

The contracted rate of commission shall be as follows:

30.1 **25% (Twenty five percent) Contingency Rate on Primary Placements – after 20 days of placement with Alliance**

With the following understanding:

1. On accounts where payment is received within 20 days of placement, Alliance will be entitled to a collection fee of 10% (ten percent).
2. In the event that Alliance secures payment on an account through a TRIP intercept, Alliance will only be entitled to a 12.5% (twelve and one half percent) collection fee on the payment.

30.2 **38% (Thirty eight percent) rate on accounts placed in litigation.**

1. Accounts are considered in litigation after Client signs the Suit Authorization.
2. Alliance will front all attorney fees and court costs.
3. Alliance assumes financial responsibility for all uncollected attorney fees and court costs.

30.3 **28% (Twenty eight percent) Contingency Rate on Secondary Placements**

1. This fee will apply to any and all placements that were previously placed with another collection agency.
2. In the event that Alliance secures payment on an account through a TRIP intercept, Alliance will only be entitled to a 12.5% (twelve and one half percent) collection fee on the payment.

30.4 **38% (Thirty eight percent) rate on secondary placement accounts that are placed in litigation.**

1. Accounts are considered in litigation after Client signs the Suit Authorization.
2. Alliance will front all attorney fees and court costs.
3. Alliance assumes financial responsibility for all uncollected attorney fees and court costs.

30.5 **All-inclusive of all value added services**

1. Probate search and estate claim filing at no additional charge.
2. Bankruptcy claim filing at no additional charge.
3. Monthly scrubbing of Patient Master Index against Social Security Death Records at no additional charge.

31.0 **Amendments; No Waiver**

This Agreement may not be amended, altered or modified except by written agreement signed by Agency and Client. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the compliance with the requirements of HIPAA and/or any other applicable law or regulation. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be considered a waiver of any other term or provision.

32.0 **Consent to Consolidation of Claims**

Pursuant to Chapter 218.04(9j) of the Wisconsin Statutes, The Client authorizes Alliance Collection Agencies, Inc. to engage in the practice of consolidating the accounts of The Client for a particular patient/consumer with accounts of other creditors for that same individual and bring a cause of action in court on behalf of all creditors.

32.1 Alliance shall at their discretion determine when to recommend to The Client that the accounts of patient/consumer be consolidated with claims of other creditors for purposes of pursuing a cause of action.

32.2 The Parties further understand and agree that final approval to consolidate a particular patient/consumer's accounts with other creditors' accounts for the same individual for purposes of pursing legal action will be made by The Client.

32.3 Alliance will have the discretion to apply payments received on judgments for multiple creditors in accordance with the established payment policies and guidelines of Alliance Collection Agencies, Inc.

33.0 **Headings**

The descriptive headings of the sections of this Agreement are inserted for convenience and reference only and shall not control or affect the meaning or construction of any provision hereof.

34.0 **Notices**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested, to Client or Agency at the addresses set forth below and/or facsimile numbers set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section. Notices hereunder shall be deemed to have been given and shall be effective upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5^{th}) day after mailing or actual receipt by the other party.

County of Rusk
311 Miner Ave. E
Suite C 150
Ladysmith, WI 54848

Chief Operating Officer
Alliance Collection Agencies, Inc.
3916 S. Business Park Ave.
Marshfield, WI 54449

35.0 **Intellectual Property**

The parties hereto agree that neither party may use any logos, trademarks, service marks, trade dress or other proprietary property of the other party without prior express written consent signed by both parties. Nor may either party use the name of the other party in any marketing, publicity or advertising without express written consent signed by both parties.

36.0 **Entire Agreement**

This Agreement, including all Exhibit(s) referenced herein, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the Effective Date above:

COUNTY OF RUSK

Peter J. Boss
County Board Chairman
Rusk County

Dated: _____

ALLIANCE COLLECTION AGENICES

~~Robert Harsla~~ Dir. of Sales + Marketing
~~Business Development Manager~~
Alliance Collection Agencies, Inc.

Dated: 6/15/16

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT: HIPAA

THIS AGREEMENT is made effective the 1st day of June, 2016 ("Effective Date") by and between County of Rusk. ("Covered Entity" or "Client") and Alliance Collection Agencies, Inc. ("ACA" or "Business Associate").

BACKGROUND AND RECITALS

The purpose of this Agreement is to satisfy the obligations of Covered Entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services (45 C.F.R. Parts 160-64), as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111—5), and as may otherwise be amended from time to time to ensure the integrity, confidentiality, and security of Protected Health Information ("PHI") as defined below.

1. DEFINITIONS

A. Breach. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI. For purposes of this definition, "compromises the security or privacy of the PHI" means poses a significant risk of financial, reputational, or other harm to the individual. A use or disclosure of PHI that does not include the identifiers listed at §164.514(e)(2), limited data set, date of birth, and zip code does not compromise the security or privacy of the PHI.

In accordance with the HITECH Act Title XIII Section 13400; §164.402, breach excludes:

1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a Covered Entity ("CE") or Business Associate ("BA") if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2. Any inadvertent disclosure by a person who is authorized to access PHI at a CE or BA to another person authorized to access PHI at the same CE or BA, or organized health care arrangement in which the CE participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

3. A disclosure of PHI where a CE or BA has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.

C. Electronic PHI. "Electronic PHI" shall mean PHI that is maintained in, or transmitted by, electronic media.

D. Electronic Health Record. "Electronic Health Record" shall mean an electronic health record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

E. Individually Identifiable Health Information. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information, collected from an individual and is created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and identifies the individual or; with respect to which, there is a reasonable basis to believe the information can be used to identify the individual.

F. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 5 C.F.R. §§160 and 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

G. Protected Health Information. "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. §164.501, and is limited to the information created or received by ACA from, or on behalf of, Covered Entity. PHI includes electronic PHI, but does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g, or records described in 20 U.S.C. §1232g (a)(4)(B)(iv).

H. Required By Law. "Required By Law" is defined in 45 C.F.R §164.501.

I. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or the Secretary's designee.

J. Security Rule. "Security Rule" shall mean the HIPAA regulations at 45 C.F.R. §§160 and 164, Subparts A and C.

K. Standard Transactions. "Standard Transactions" is defined in 45 C.F.R. Part 162.

L. Secured PHI. "Secured PHI" shall mean PHI that is secured through the use of technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

M. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

N. 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 Alliance Collection Agencies, Inc.

O. 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 Client referenced above.

P. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Q. Other Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Security Incident, Subcontractor, and Use.

2. TERMS AND CONDITIONS

In consideration of the recitals and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and ACA agree as follows:

A. Applicability of Terms; Conflicts. This Agreement applies to all past, present, and future contracts and relationships between Covered Entity and ACA, written or unwritten, formal or informal, in which Covered Entity provide PHI to ACA in any form. As of the Effective Date, this Agreement shall automatically be incorporated in all subsequent agreements between Covered Entity and ACA involving the use or disclosure of PHI, whether or not specifically referenced therein. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement between Covered Entity and ACA, the provisions of this Agreement shall control unless both parties specifically agree to the contrary in writing.

B. Permitted Use and Disclosures of PHI. ACA is permitted to use or disclose PHI only as follows:

1. to carry out functions and activities on Covered Entity's behalf, including but not limited to collections, identifying Community Care eligibility and identifying third-party payers;
2. for purposes authorized by Covered Entity;
3. the disclosure is required or permitted by law
4. ACA obtains written assurance from any person or organization to which ACA will disclose PHI that the person or organization will hold such PHI in confidence and use or disclose it in accordance with applicable law and only for the purpose for which ACA disclosed it to the person or organization and the assurance must also confirm that the person or organization will notify ACA of any instance of a breach of confidentiality of such PHI as described in this Agreement
5. for use and disclosure by sub-contractors and vendors of ACA – ACA will require each of its subcontractors and vendors to which ACA is permitted to disclose PHI to provide

reasonable and written assurance that each such subcontractor and vendor will comply with all of the same privacy and security requirements that ACA is required to comply with pursuant to this Agreement.

6. ACA may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE, except for the specific uses and disclosures set forth below:

    a. ACA may use protected health information for the proper management and administration of ACA or to carry out the legal responsibilities of ACA, provided the disclosures are required by law, or ACA 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 ACA of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Minimum Necessary. ACA (or ACA's employee, office, vendor, or subcontractor) shall request, use, or disclose only the minimum amount of PHI necessary to accomplish the purpose for which the PHI is being used. ACA agrees to make uses and disclosures and requests for protected health information in a manner that is consistent with CE's minimum necessary policies and procedures.

D. Provisions for CE to Inform ACA of Privacy Practices and Restrictions.

(1) CE shall notify ACA of any limitation(s) in the notice of privacy practices of CE under 45 CFR 164.520, to the extent that such limitation may affect ACA's use or disclosure of protected health information.
(2) CE shall notify ACA 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 ACA's use or disclosure of protected health information.
(3) CE shall notify ACA of any restriction on the use or disclosure of protected health information that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect ACA's use or disclosure of protected health information.

E. Prohibition on Unauthorized Use or Disclosure. ACA will neither use nor disclose PHI except: (i) as permitted or (ii) required by this Agreement or (ii) as required by law or (iv) as otherwise authorized by Covered Entity. ACA shall not use or disclose PHI for fundraising or marketing purposes and shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates.

F. Confidential Treatment of PHI: "Chain of Trust" and "Trading Partner" Provisions.

1. Confidentiality – ACA shall require its employees, subcontractors and vendors to maintain the confidentiality of PHI in accordance with the terms of this Agreement.
2. Security Safeguards – ACA shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality integrity, and availability of PHI that ACA creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to the Security Rule.
3. Use and Disclosure in Connection with Standard Transactions – If ACA conducts Standard Transactions for, or on behalf of, Covered Entity, ACA will comply with, and will require each subcontractor or vendor involved with the conduct of such Standard Transactions to comply with, 45 C.F.R. Part 162. ACA will not enter into, or permit its subcontractors or vendors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for, or on behalf of Covered Entity, that: (i) changes the definition, data condition, or rise of a data element of a segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.
4. Subcontractors Requirement If Receive Protected Health Information - In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ACA agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of ACA agree to the same restrictions, conditions, and requirements that apply to the ACA with respect to such information.

G. Use of Appropriate Safeguards for Electronic Protected Health Information. ACA agrees that the protected health information received from the CE for the collections, identifying Community Care eligibility, identifying third-party payers, and for other activities is housed by a separate server and database. Said server and database is not available to any other business entity and no data, demographic information, or financial information will be shared for the benefit of any other business or for the benefit of any other clients of ACA. ACA has adequate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for in this contract and complies with Subpart C of 45 CFR Part 164.

H. Permissible Requests by CE. CE shall not request ACA to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR 164 if done by CE.

3. BREACH NOTIFICATION: THIRD PARTIES

A. Third Parties. If ACA discloses PHI to a third party, ACA will obtain a written assurance from such third party that it will notify ACA of any breaches of confidentiality of PHI, both Secure PHI and Unsecure PHI.

B. Notification of Breach of Secure PHI. ACA shall report in writing to the individual designated by Covered Entity in this Agreement any use or disclosure of Secured PHI that is not permitted or required by this Agreement of which ACA becomes aware as soon as reasonably possible, but in no event more than five (5) business days after discovery by ACA. This report

shall include a description of the breach, the date of the breach, the date of discovery of the breach, the number of individuals affected by the breach, the types of unsecured PHI involved in the breach and a description of what ACA is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

C. Notification of Breach of Unsecured PHI. ACA shall promptly notify Covered Entity of a Breach of Unsecured PHI no later than (5) business days from which ACA knows or should have known of such Breach.

ACA's notification to shall:

1. be made to Covered Entity no later than five (5) business days after discovery of a Breach except where a law enforcement official directs that notification should be delayed; and

2. include a description of the breach, the date of the breach, the date of discovery of the breach, the number of individuals affected by the breach, the types of unsecured PHI involved in the breach and a description of what ACA is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

D. Providing Requested Protected Health Information. ACA agrees to make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy CE's obligations under 45 CFR 164.524.

1. ACA will respond to requests from individuals for access to their protected health information by mailing any requested documents to the individual or their designee.

2. In the event that ACA is unable to provide the requested access, ACA agrees to within five business days (5) days forward the individual's request to CE so that CE can provide the requested access.

E. Disclosure for Accountings. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, ACA agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request. ACA shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI. ACA will maintain all records related to disclosures of PHI for at least six years. Nothing in this section shall be deemed a waiver of any legally recognized claim of privilege available to ACA.

1. In the event that ACA receives a request for an accounting of disclosures directly from an individual, ACA will forward that request for accounting to CE within three (3) business days so that CE may review and respond to the individual making the request.

F. Access by Covered Entity Related to Requests From individuals who are the Subject of PHI. Within ten (10) business days of receiving a written request from Covered Entity, ACA

shall provide all information requested by Covered Entity, to the extent reasonably required under HIPAA, for Covered Entity to respond to requests of individuals who are the subject of PHI. In addition to a request for accounting as outlined in Section E above, such requests by individuals may include, but are not limited to, requests for copies of PHI and requests for amendment of PHI.

G. Reporting Violations. ACA may use PHI to report violations of law to appropriate federal and state authorities consistent with 42 C.F.R. §164.502(j)(l)

H. Prohibition on Sale of PHI. ACA shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to ACA for services provided pursuant to this Agreement or other contract between the parties.

I. Mitigation. ACA will work diligently and cooperatively with Covered Entity to establish procedures and to take appropriate steps which mitigate, to the extent reasonably possible, deleterious effects of any unauthorized use and/or disclosure of PHI.

J. Reporting or Use or Disclosure of PHI Not Provided For By The Agreement. ACA agrees to report to CE 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.

1. ACA warrants that if it should unlawfully disclose any Protected Health Information it shall report such disclosure to the CE's Privacy Officer, not more than five (5) business days after ACA learns of such non-permitted use or disclosure as designated by the requirements of this agreement, and shall report the nature of the non-permitted use or disclosure, identify the Protected Health Information used or disclosed, identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure, identify the corrective action taken or that shall be taken to prevent further non-permitted uses or disclosures, identify the steps ACA took to mitigate any deleterious effect of the non-permitted use and disclosure and shall provide any other information, reports as the CE shall reasonably request.

K. Amendment(s) to Protected Health Information. ACA agrees to make any amendment(s) to protected health information in a designated record set as directed or agreed to by CE pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy CE's obligations under 45 CFR 164.526.

1. The parties agree that in the event that ACA receives a request for amendment of protected health information directly from an individual, ACA will within two (2) days forward that request to CE to review and respond to the individual.

2. The parties agree that ACA will not make amendments to protected health information without the express approval or permission of CE.

L. **Comply with Subpart E of 45 CFR Part 164.** To the extent that ACA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 145, ACA will comply with the requirements of Subpart E that apply to CE in the performance of such obligation(s).

M. **Records for Inspection.** Upon written request and until the expiration of four (4) years after the last service performed under this Agreement ACA shall make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or any other duly authorized representatives, the Agreement and such books, documents, and/or records of ACA as are necessary to certify the nature and extent of the costs of CE in the performance of this Agreement or for the purposes of determining compliance with the HIPAA Rules.

4. TERMINATION PROVISIONS

A. **Continuing Obligation for Protected Health Information.** Upon termination of this Agreement for any reason, ACA, with respect to protected health information received from CE, or created, maintained, or received by ACA on behalf of CE, shall:

1. Retain only that protected health information which is necessary for ACA to continue its proper management and administration or to carry our legal responsibilities;

2. Return to CE the remaining protected health information that ACA still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, other than as provided for in this Section, for as long as ACA retains the protected health information;

4. Not use or disclose the protected health information retained by ACA other than for the purposes for which such PHI was retained and subject to the same conditions set out above, which applied prior to termination; and

5. Return to CE the protected health information retained by HHS when it is no longer needed by ACA for its proper management and administration or carry out its legal responsibilities.

B. **Term and Termination.** The term of this Agreement shall be the term of the underlying agreement (or agreements if there is more than one) in which Covered Entity shares PHI with Business Associate or, if there is not such an agreement between the parties, as long as Business Associate continues to perform functions, activities, or services for, or on behalf of, Covered Entity that involve Covered Entity sharing PHI with Business Associate. In addition to and not withstanding any termination provisions set forth in the underlying agreement (or agreements if there are more than one) in which Covered Entity shares PHI with Business associate, this Agreement and such underlying agreement(s) may be terminated, in whole or in part, as determined by Covered Entity:

1. if Business Associate has breached a provision of this Agreement and Business Associate fails to cure such breach (to the extent a cure for such breach is possible) in thirty (30) days of receiving notice from Covered Entity of such breach; or

2. immediately upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has breached a provision of this Agreement and cure is not possible (it is understood that the cure of a Use and/or Disclosure of PHI made in violation of this Agreement is not possible for purposes of this Agreement).

C. **Breach Pattern or Impermissible Practice by Covered Entity.** If the ACA knows of a particular activity, pattern or practice of Covered Entity's that constitutes a material breach or violation of Covered Entity's obligations under this Agreement or other arrangement, the ACA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the ACA must terminate the contract or other arrangement if feasible, or if termination is not feasible, report the breach or violation to the Secretary. ACA shall provide written notice to Covered Entity of the patterns of activity or practice that ACA believes constitutes a material breach or violation of Covered Entity's obligations under this Agreement or other arrangement within five (5) business days of discovery and shall discuss the situation with Covered Entity to attempt to resolve the problem and end the violation.

D. **Survival.** The obligations of ACA with respect to the protection of PHI shall survive the termination of this Agreement.

5. NOTICES

All notices pursuant to this Business Associate Agreement must be given in writing and in accordance with the terms of Section 12 of the Business Associate Agreement:

CE	ACA
Kitzie Nelson, Account II Rusk County 311 Miner Ave E, Suite C 150 Ladysmith, WI 54848	Chief Operating Officer Alliance Collection Agencies, Inc. 3916 S. Business Park Ave. Marshfield, WI 54449

6. GENERAL PROVISIONS

A. **No Third Party Beneficiaries.** ACA and Covered Entity understand and agree that individuals who are the subject of PHI is not intended to be third party beneficiaries of this Agreement.

B. **Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of the violation without invalidating any other provision of this Agreement.

C. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (without regard to principles of conflict of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in Rusk County, Wisconsin or United States District Court for the Western District of Wisconsin (if permitted by law and a party elects to file an action in federal court). This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of , this Agreement in any jurisdiction other than that specified in this Section (Applicable Law and Venue). Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

D. **Amendments; No Waiver.** This Agreement may not be amended, altered or modified except by written agreement signed by both ACA and CE. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be considered a waiver of any other term or provision.

E. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to privacy and electronic data security are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and other applicable laws and regulations relating to the security or privacy of PHI. Both parties agree to promptly enter into negotiations concerning the terms of any amendment to this Agreement necessary to ensure both Covered Entity and Business Associate's continued compliance with the standards and requirements of HIPPA, the HITECH Act or other applicable law or regulation.

F. **Use of Name.** Except as specifically permitted below, neither CE nor ACA shall use the names or trademarks of the other party or of any of the party's affiliated entities in any advertising, publicity endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated.

G. **Authority.** The individuals signing below have the right and authority to execute this Agreement for their respective entities and no further approval is necessary to create a binding Agreement.

County of Rusk
311 Miner Ave. E, Suite C 150
Ladysmith, WI 54848

Peter J Boss
County Board Chairman – Rusk County

Dated:_____

Alliance Collection Agencies, Inc.
3916 S. Business Park Ave.
Marshfield, WI 54449

~~Robert Harsla~~ Tim McCrystal
~~Business Development Manager~~
Director of Sales and Marketing

Dated: 6/15/16

APPROVAL FOR OUT-OF-COUNTY TRAVEL

NAME: Chelsea Korzenieski, **DEPARTMENT:** Rusk Co Drug & Alcohol Co

Riley Kummet, Elizabeth Pierce, Chris Soltis,
Kaitlin Dippolitio, Karl Kelz, Terry Nussberger, Alisha Olson

Date of travel: April 25-28, 2023 **Location:** Kalahari Resort and Confere Center Wisconsin Dells, WI

Meeting Purpose:

Wisconsin Association of Treatment Court Professionals (WATCP) Annual Conference.

Judge Barna and Rich Guager will attend conference virtually.

Registration Fee:	$$	3200.00
Estimated Meals:	$$	560.00
Estimated Lodging:	$$	2160.00
Miles @ .25cents:	$$	1406.78
Other:	$$	
TOTAL	$$	7326.78

COMMITTEE SIGNATURES:

Amendment No. 1

THIS FIRST AMENDMENT TO AGREEMENT entered into the ____ day of _____ 2023, by and between COUNTY OF RUSK, (hereinafter "Client") and LIFEQUEST SERVICES an EMS MANAGEMENT & CONSULTANTS, INC. company, a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

WITNESSETH:

WHEREAS, the parties entered into a Billing Services Agreement dated December 1, 2022 whereby the contractor agreed to provide billing and collection services for the Client.

WHEREAS, now the parties wish to amend the Agreement terms pertaining to:
Article 5 Collection Fees - Section 5.1: Fees
Exhibit A-1 – Billing Procedures

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

ITEM ONE: Article 5 Section 5.1: Fees Amended as follows:

5.1 Fees. Service Provider shall pay Agency the fees set forth in this Article ("Fees")

5.1.1 **Billing Contingency Fees**. 6.75% of Net Collections.

5.1.2 **Accounts Receivable Fees** will be deleted and replaced with **Collection Account Fees:** 25% of Net Collections.

ITEM TWO: Exhibit A-1 Amended to read as follows:

Billing Contingency Fees:
Client shall pay Agency 6.75% of the net revenue collected on accounts within the first 120 days of placement with billing Agency.

Collection Account Fees:
Client shall pay Agency 25% of the net revenue collected on the Accounts placed in collections following the initial 120 days of placement with the Billing Agency.

In all other aspects, the Agreement dated December 1, 2022 will remain in force and effect

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	County of Rusk
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____