



TO WHOM IT MAY CONCERN:

St. Croix County is requesting proposals for **Janitorial Services**. All proposals must be sealed and clearly marked "Sealed Proposal for Janitorial Services RFP and submitted to St. Croix County Facilities Division, 1101 Carmichael Rd. Room G502, Hudson, WI 54016 by 2:00 p.m. on July 16th, 2026. For more information visit our web site at www.sccwi.gov.

St. Croix County reserves the right to terminate the selection process at any time and reject any or all offers. The County shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

Sincerely,

Taylor Mabis, Facilities Director

GENERAL SPECIFICATIONS

1.1 INTRODUCTION

St. Croix County is requesting proposals for **Janitorial Service** for St. Croix County owned buildings. This new contract would begin on August 16, 2026 or as close to that date as possible. Service to be bid at all of the locations listed below, separate the cost per building but must be able to provide service at each location. Exhibit 1 outlines the services needed.

Government Center and Jail
1101 Carmichael Road
Hudson, WI 54016

St. Croix County Services Center
1752 Dorset Lane
New Richmond, WI 54017

St. Croix County Agriculture & Education Center
1960 Eighth Avenue
Baldwin, WI 54002

1.2 Clarification of the RFP

If additional information is necessary to assist the vendor in interpreting this RFP, written questions will be accepted by: St. Croix County Facilities Management Division ATTN: Sandy Stanger: 1101 Carmichael Rd. Room G502, Hudson, WI 54016. Emails will be accepted for all questions related to this RFP, email Sandy Stanger at sandy.stanger@sccwi.gov. All information will be updated on the Website, at the end of each day prior to Bid Date.

Only written material issued by the Facilities Department will be used as the basis of the evaluation of the vendor's proposals.

1.3 Contracting Department

The contract, which may result from this RFP, will be administered by the Facilities Management Division.

1.4 Response Preparation

Failure by a proposer to respond to a specific requirement, may be the basis for elimination, from consideration during the evaluation process. Failure by a proposer to meet mandatory requirements will result in the rejection of their proposal.

1.4.1 On-Site Visit

Vendors may schedule an on-site visit to inspect the facility and review the scope of work. Building square footage and service hours will be discussed during the visit.

To schedule an on-site visit, please contact Sandy Stanger at sandy.stanger@sccwi.gov.

1.5 Incurring Cost

St. Croix County is not liable for any cost incurred by the proposers in replying to this RFP. St. Croix County reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed not to be in the best interest of St. Croix County.

1.6 Response Submissions

Submit one written and one electronic submission of proposal to: Facilities Coordinator (sandy.stanger@sccwi.gov), St. Croix County, 1101 Carmichael Rd, Hudson, WI 54016 by: July 2nd, 2026 2:00 PM CDT. Proposals will be opened at that time. All proposals which are not submitted and received on time, will not be accepted. Fax, email or other electronic proposals will not be allowed.

1.6.1 Alternate proposal(s) will not be accepted.

1.7 Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated on each page of the proposal that contains confidential information.

1.8 Contract Term

The contract shall be for Three (3) consecutive years with the ability to extend an additional three (3) year term beginning in August 2029 or as close to this date as possible.

1.8.1 Payment Terms

The County shall pay all approved invoices within 30 days of receipt. These services shall be invoiced on a monthly basis. (NOTE: Other arrangements could be negotiated.) Payments will be made via ACH.

1.9 Fixed Price Period

All prices, cost and conditions outlined in the proposal shall remain fixed and valid for acceptance for a 60-day period commencing on the date of vendor's original proposals.

1.10 Certification of Independent Price Determination

By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The process in this proposal has been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.
- h. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor; and
- c. No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.10.1 Janitorial Contractor Requirements

- a. All persons working in St. Croix County buildings will need to successfully pass a criminal and healthcare background screening process.
- b. Must be able to submit invoices electronically and receive payment via ACH.

1.15 Appeals Process

Notices of intent to protest and protests of this award; must be made in writing and filed with the Facilities Management Division no later than 5 days after notice is delivered.

1.16 Prime Contractor

Subcontractors are not to be used.

1.17 Insurance

Certificates of insurance must be provided by the selected contractor prior to beginning of work. Insurance requirements are as stated under the Standard Terms and Conditions.

2.00 SCOPE OF SERVICES – As Needed

Project Definition: Furnish all necessary labor, expenses, and material required to provide on call service at the County buildings located at:

Government Center and Jail
1101 Carmichael Road
Hudson, WI 54016

St. Croix County Services Center
1752 Dorset Lane
New Richmond, WI 54017

St. Croix County Agriculture & Education Center
1960 Eighth Avenue
Baldwin, WI 54002

2.2 County's Responsibilities:

A. The County shall have authority to discharge and remove from the building any employee of the contractor who shall be found incompetent or in any way detrimental to the best interests of the work. County will not be fiscally responsible for any time spent by removed employee.

B. The contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the contractor's direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, floods and other acts of God.

2.3 Contractor's Responsibilities:

A. Contractor shall use skilled, trained personnel directly employed and supervised by the contractor.

B. The contractor shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, creed or color, or national origin in any manner. Applicable sections of the State and federal laws shall apply to all contracts entered into in connection with this work.

C. The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as shown or specified.

ST. CROIX COUNTY – GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section 'Contracting Party' shall mean any party that is entering into this Agreement with the County of St. Croix 'St. Croix' shall mean the County of St. Croix. These definitions shall apply only to this section titled 'Standard Terms and Conditions' and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. St. Croix may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by St. Croix for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to St. Croix. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **INVOICES.** All invoices must be itemized and provided to the County before any payment may be authorized. All invoices need to include the Purchase Order number, Line Item number of merchandise shipped or services provided, prices, terms, dates, quantities, and all other pertinent information, and all charges for delivery and freight listed separately. All invoices shall be mailed, faxed, or emailed to the St. Croix County Government Center, ATTN: Finance Department, 1101 Carmichael Road, Hudson, Wisconsin 54016; Email: finance@co.saint-croix.wi.us, Fax: (715) 381-4926.

9. **TAX EXEMPTION.** The County is exempt from State of Wisconsin sales tax by virtue of exemption certificate number 041777. Wisconsin Retailer's occupation tax, use tax, and municipal retailer's occupation tax do not apply to materials purchased by County. Contracting Party must not charge for any of these taxes. If bill for the above taxes, the invoice will be paid short to deduct the cost of non-applicable taxes.

10. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, St. Croix shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of St. Croix, become the property of St. Croix. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to St. Croix for damages sustained by St. Croix by virtue of this Agreement by the Contracting Party, and St. Croix may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to St. Croix from the Contracting Party is determined.

11. **TERMINATION FOR CONVENIENCE.** St. Croix may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by St. Croix pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by St. Croix.

12. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, St. Croix specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property. Contracting Party shall be responsible to follow all safety regulations per State and Federal guidelines.

13. **DELAYS.** If performance of St. Croix's obligations is delayed through no fault of St. Croix, St. Croix shall be entitled to an extension of time equal to the delay.

14. **OPINIONS OF COST.** Any opinion of costs prepared by St. Croix is supplied for general guidance of Contracting Party only. St. Croix cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

15. **USE OF ST. CROIX PROPERTY.** Any property belonging to St. Croix being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

16. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits. On the certificate of insurance, St. Croix shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The County of St. Croix, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with St. Croix, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide St. Croix with a thirty (30) day notice prior to termination or cancellation of the policy. St. Croix reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

17. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, St. Croix, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on St. Croix. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as St. Croix waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

18. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, Official, commissioner, director, member, partner or employee of St. Croix have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

19. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

20. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in St. Croix County, Wisconsin. Each party waives its right to challenge venue.

21. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

22. **NOTIFICATION.** Contracting Party shall:

- 1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify St. Croix in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- 2) Promptly notify St. Croix of the commencement of any litigation or administrative proceedings that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- 3) Notify St. Croix, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the

part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

23. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

24. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of St. Croix. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

25. **NO WAIVER.** The failure of any party to insist, in anyone or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

26. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of St. Croix. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to St. Croix for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

27. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to St. Croix.

28. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

29. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

30. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various undertakings of St. Croix described in this Agreement may require approvals from the St. Croix County Board of Supervisors, St. Croix County bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the St. Croix County Board of Supervisors. St. Croix's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. St. Croix cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

31. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of, granting approvals or conditions attendant with such approval, the specific action of St. Croix shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

32. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

33. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of St. Croix. The County Administrator or in the County Administrator's absence, the Corporation Counsel or Risk Manager, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

34. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

35. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a)

when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

EFFECTED COUNTY DEPARTMENT (Addressee)

County of St. Croix
1101 Carmichael Road
Hudson, WI 54016

Contracting party shall identify in writing and provide to St. Croix the contact person and address for notices under this Agreement.

36. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by St. Croix, including but not limited to adopted or approved plans or specifications on file with St. Croix, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

37. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. St. Croix, or any of its duly authorized representatives, shall have access, at no cost to St. Croix, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

38. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that St. Croix is subject to the Public Records Law of the State of Wisconsin. As such,

Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist St. Croix in complying with any public records request that St. Croix receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless St. Croix, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to St. Croix's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to St. Croix whereupon St. Croix shall take custody of said records assuming such records are not already maintained by. This provision shall survive the termination of this Agreement.

39. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

40. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

41. COMPLIANCE WITH LAW. The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

42. FORCE MAJEURE. St. Croix shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

43. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

44. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

45. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by St. Croix, and Contracting Party's failure to do so will render the approval of the Agreement by St. Croix null and void unless otherwise authorized.

46. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

47. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

48. ETHICS. In addition to ethical standards set forth in Wis. Stat. §19.59 for all County employees and officials [either elected or appointed], St.

Croix County has adopted an Code of Ethics that is applicable to County employees in conducting county business. *See* Chapter 90 of the St. Croix County Code of Ordinances.

Contracting Party, during the period of any Contract with the County shall not hire, retain, or utilize compensation for any member, officer, or employee of County or any person who, to the knowledge of the Contracting Party, has a conflict of interest. Contracting Party hereby attests that it is familiar with St. Croix County's Code of Ethics, which states in part: "No person may offer or give to an official or employee, directly or indirectly, and no official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the official's or employee's vote, official action or judgement, or could reasonably be considered as a reward for any official action or inaction on the part of the official or employee."

Wis. Stat. § 946.12 involving misconduct in public office and Wis. Stat. § 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the St. Croix County Sheriff's Office for investigation and the St. Croix County District Attorney's Office for prosecution. Questions concerning this matter may be addressed to the Office of Corporation Counsel, 1101 Carmichael Road, Hudson, WI 54016. Phone No.: (715) 381-4315.

St. Croix County Facilities Department

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between St. Croix County (hereinafter referred to as “Covered Entity”) and Enter Name of Supplier (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known as the “Parties.” Parties expressly agree as follows:

Whereas, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 CFR Parts 160 and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services 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)(collectively, “HIPAA”); and

Whereas, Business Associate has, is, and does perform various services for or on behalf of Covered Entity that may or do in fact contain individually identifiable protected health information (hereinafter “PHI”) as defined by § 160.103 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-005 (“the HITECH Act”), and other applicable laws and regulations.

Whereas, Covered Entity, in order to meet its obligations to comply with the HIPAA, as such laws and regulations may be amended from time to time, seeks reasonable assurances from Business Associate that Business Associate will comply with the portions of those laws and regulations made applicable to business associates by the HITECH Act.

Whereas, Covered Entity and Business Associate may desire to facilitate the services called for by this Agreement by electronically transmitting and receiving data in agreed formats in substitution for paper-based documents and to assure that such transactions comply with relevant laws and regulations.

Whereas, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

- A. **Breach** shall have the meaning specified in § 17921 of the HITECH Act as amended by the Omnibus Rule, Federal Register, Vol. 78, No. 17 / Friday, January 25, 2013 / Rules and Regulations, pp. 5566 *et seq.*
- B. **Business Associate** shall have the meaning specified in the Privacy Rule, the Security Rule, § 27938 of the HITECH Act, particularly 45 C.F.R. § 160.103, and the Omnibus Rule
- C. **Covered Entity** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule.
- D. **Designated Record Set** shall have the meaning specified in 45 C.F.R. § 164.501.
- E. **Electronic Health Record** shall have the meaning specified in § 17921 of the HITECH Act as modified by the Omnibus Rule.
- F. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- G. **Protected Health Information (“PHI”)** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule.
- H. **Required by law** shall have the meaning specified in 45 C.F.R. § 164.103.
- I. **Secretary** shall mean the Secretary of the Department of Health and Human Services and those employees or agents designated to act on the Secretary’s behalf.
- J. **Security or Security Measures** means the administrative, physical, and technical safeguards and documentation requirements specified in the Security Rule.
- K. **Security Rule** shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- L. **Unsecured PHI** shall have the meaning specified in § 17932 of the HITECH Act and any regulations issued thereunder by the Department of Health and Human Services (“DHHS”).

2. Obligations of the Business Associate.

- A. If and to the extent that and so long as required by the HIPAA provisions of 42 U.S.C. §§ 1171 *et seq.* and regulations promulgated thereunder, and any additional security requirements contained in Subtitle D of Title IV of the HITECH Act that apply to Covered Entity but not otherwise, Business Associate does hereby assure Covered Entity that Business Associate will implement appropriate safeguards, including, but not limited to, the administrative, physical, and technical safeguards and documentation requirements of the Security Rule to protect the confidentiality, integrity, and availability of any electronic PHI that it may receive, maintain, or transmit on behalf of the Covered Entity and will appropriately safeguard all PHI regardless of form or format.
- B. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- C. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or any security incident of which it becomes aware involving PHI of the Covered Entity.
- D. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides PHI received from Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- E. Business Associate shall get “downstream” business associate contracts in place with subcontractors that inform them that under the Omnibus Rule they now qualify as business associates.
- F. Business Associate shall make available PHI in accordance with applicable law.
- G. Business Associate shall provide to individuals who are the subject of PHI received from Covered Entity their rights as made applicable to business associates of covered entities.
- H. Business Associate shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Covered Entity or to the Secretary as may be requested or required in writing and as permitted by law. Business Associate agrees that all records kept in connection with this Agreement are subject to review and audit by the Covered Entity upon reasonable notice and written request by the Covered Entity.
- I. Business Associate agrees to document such uses and disclosures of PHI and information related to such disclosures as would be required for a covered entity to respond to a request for an individual for an accounting of uses and disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- J. Upon termination of this Agreement by either party for any reason, Business Associate shall return or destroy all PHI received from Covered Entity that Business Associate still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- K. Business Associate shall incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

3. Permitted Uses and Disclosures.

- A. In the event that Business Associate obtains or creates PHI, Business Associate may use or disclosure such PHI only if such use or disclosure is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) as follows:
 - a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.
 - b. Except as otherwise restricted by this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held confidential and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that the person(s) to whom Business Associate so discloses information notifies Covered Entity of any instances of breach of confidentiality that such person is aware of.
- B. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate may retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide Covered Entity notification that return or destruction of the PHI is not feasible. Upon mutual agreement of the parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible for so long as the Business Associate maintains the PHI.

4. Application of Civil and Criminal Penalties.

- A. If Business Associate violates any security provision specified above or §§ 1176 and 1177 of the Social Security Act, 42 U.S.C. §§ 1320d-5 and 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provisions.
- B. Business Associate shall be subject to audit of its security measures by the Office of the Inspector General ("OIG") of DHHS.

5. Information Breach Notification Requirements.

- A. Business Associate recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and others, including the individual, in case of a security breach of unsecured PHI. In cases in which Business Associate accesses, maintains, retains, modifies, records, stores, destroys, uses, or discloses PHI, Business Associate without unreasonable delay and in no case later than 60 calendar days following discovery of a breach of such information shall notify Covered Entity of any such breach. Such notice shall include the identification of any individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed during the breach.
- B. Business Associate shall be liable for the costs associated with such breach if caused by Business Associate's negligent or willful acts or omissions or the negligent or willful acts or omissions of Business Associate's agents, officers, employees, or subcontractors.
- C. Notification to Covered Entity regarding a breach shall be communicated to via Notification form attached hereto as Exhibit A.

6. Miscellaneous.

- A. Business Associate agrees to indemnify and hold harmless Covered Entity, its Board of Directors, officers, agents, employees, and personnel (hereinafter "Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the Business Associate's breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Covered Entity for any act or conduct of the Business Associate adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the Business Associate provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

- B. Costs of Third-party Service Providers. Each party shall be responsible for the costs of any third-party service provider with which it contracts unless otherwise agreed.
- C. Liability for Acts of Third-party Service Providers. Each party shall be liable for the acts or omissions of its third-party service provider while transmitting, receiving, storing, or handling Documents or performing related activities for, with, to, or from such party, provided that, if both parties use the same third-party service provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such third-party service provider as to such Document.
- D. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive Documents.
- E. Business Associate agrees that Covered Entity may amend this Agreement from time to time to the extent required by the provisions of 42 U.S.C. §§ 1171 *et seq.*, HIPAA, the HITECH Act, and regulations promulgated thereunder to ensure that this Agreement is consistent therewith.
- F. Any notice required under the Agreement to be given to Covered Entity shall be made in writing to:

Tammy Wilson, Privacy Officer
Health Information Management Supervisor
St. Croix County Dept. of Health and Human Services
1752 Dorset Lane
New Richmond, WI 54017
Phone: (715) 246-8228

7. Term of Contract.

- A. The term of the Agreement shall be effective as of the effective date set forth below and shall terminate when all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if it is not feasible to return or destroy such PHI, protections are extended to such PHI in accordance with the termination provisions above.
- B. Without limiting the rights and remedies of Covered Entity elsewhere set forth in this Agreement or available under applicable law, Covered Entity may terminate this Agreement without penalty or recourse to Covered Entity if Covered Entity determines that Business Associate has violated a material term of the provisions of this Agreement and has not cured the breach to the satisfaction of the Covered Entity, in the Covered Entity's sole discretion.

IT IS SO AGREED

Nothing in this Agreement makes the Business Associate an agent of Covered Entity.

This Combined Privacy and Security Business Associate Contract shall take effect the Enter Start Date of Agreement and has been adopted by:

COVERED ENTITY

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

Date: _____