



REQUEST FOR PROPOSALS (RFP)

PHARMACY SERVICES

COLUMBIA HEALTH CARE CENTER

Issued: April 22, 2024

Due: May 23, 2024

RFP# HCC-05-24

Columbia County, Wisconsin
Amy Yamriska, CHCC Administrator
323 West Monroe Street
Wyocena, WI 53969
(608) 429-1005

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PHARMACY SERVICES RFP REQUIREMENTS

1.0 REQUEST FOR PROPOSAL (RFP)

Columbia Health Care Center (CHCC), located at 323 W. Monroe St, Wycocena Wi 53969, is owned and operated by Columbia County (County). CHCC is a 95 bed Skilled Nursing Facility (SNF) with an average census of 63. We are seeking proposals from long-term care pharmacies (Provider) to supply pharmaceuticals and medication dispensing system equipment on a 24 hours per day, 7 days per week basis. Our needs include the provision of medicine, contingency system, emergency response, orders, supplies, and IV support. Provided services must comply with all applicable Federal and State regulations.

2.0 OBJECTIVES

The objective of this RFP is to identify and select the most competitive and qualified agency to provide pharmacy services for CHCC in Wycocena, WI. The professional services to be provided and performed for the County are described in Section 3.0 – Scope of Services. From the selection process, it is anticipated that the County and the selected Provider will enter a three (3) year contract period, beginning August 1, 2024 through July 31, 2027, with the option for renewal for two (2) additional one-year extensions, upon the parties' agreement, not to exceed a total of five years.

3.0 SCOPE OF SERVICES

- 3.1 Provider shall provide a drug and supply distribution system that complies with nursing home Wisconsin State Statute HFS 132.65.
- 3.2 Provider must be a licensed pharmacy specializing in providing product and service to long-term care facilities.
- 3.3 A pharmacist shall be available 24 hours per day, 7 days per week. Provider must have at least one (1) staff pharmacist who specializes in geriatric pharmacy.
- 3.4 Provide pricing for generic and name brand medications.
- 3.5 Provide pricing for Pharmacist cost monthly and any ancillary service cost that might be needed (i.e., printing of MAR and TAR requested specialized reports).
- 3.6 Provide a sample Contract.
- 3.7 Provide a sample Business Agreement.
- 3.8 Provide description of how your pharmacy helps/helped other facilities with Department of Health Services Survey Preparation.
- 3.9 Provider shall develop and implement an e-pharmacy interface to CHCC's Electronic Medical Record (EMR) to facilitate the medication order process. A third party provided by pharmacy can be used to accomplish this interface.

- 3.10 Deliveries:
- 3.10.1 Deliveries shall be made to CHCC at a time agreed upon by the facility.
 - 3.10.2 Ability to provide routine daily deliveries and emergency deliveries.
 - 3.10.3 Stat orders shall be delivered if the item needed is not in the contingency supply at the facility.
 - 3.10.4 If a particular situation requires a medication to be administered prior to delivery, the pharmacist shall call the attending physician for an alternate medication order that is available in the contingency system at the facility.
 - 3.10.5 New, non-stat drug orders shall be delivered to the facility within the regular daily delivery.
 - 3.10.6 If a non-stat drug order is needed prior to the next delivery, provider shall deliver them to the facility at an earlier time agreed upon by the nurse placing the order.
 - 3.10.7 If a medication is out of stock, pharmacy shall obtain in a timely fashion.
 - 3.10.8 Ability to have 30-day fill cycle.
 - 3.10.9 Distribution system should take an individualized approach to service based on facility-specific needs. The system should have dispensing options that are cost effective, user friendly and the ability for residents to self-administer.
 - 3.10.10 Ability to re-package VA medications.
 - 3.10.11 Ability to package meds separately for long stays off campus.
- 3.11 Purchasing, Inventory Control, Dispensing and Administration Procedures:
- 3.11.1 The provider pharmacist shall develop and implement appropriate practices and procedures for purchasing, inventory control, dispensing and the administration of medications and biologicals.
 - 3.11.2 The pharmacy shall work with the facility to minimize the amount of destruction of scheduled medications.
 - 3.11.3 Distribution systems to consider multi-dose, blister packs, conventional vial, bulk over the counter.
 - 3.11.4 To assure accuracy in the dispensing function within the pharmacy, a safety system must be in place and each person involved in the dispensing function must be identified.
 - 3.11.5 Provider shall utilize the skills of an interdepartmental quality improvement team to perform a comprehensive review of potential dispensing errors in the med dispensing system and implement policy changes to further improve accuracy.

- 3.11.6 Errors shall be researched. Follow-up shall be performed as appropriate. A report of the results of the follow-up procedures shall be made available to the Director of Nursing each month.
- 3.12 Provider shall develop and implement procedures to facilitate the relabeling, storage, and handling of medications brought into the facility by residents.
- 3.13 Provider is responsible for complying with all State and Federal regulatory changes during the term of the contract. In addition, provider representative shall keep facility staff informed of changes to pharmacy operations as determined by the State and Federal regulatory agencies.
- 3.14 Facility Pharmacy & Therapeutics and Quality Assurance Committee Meetings:
 - 3.14.1 A provider pharmacist shall participate in the Quality Assurance Performance Improvement Committee meetings a least quarterly.
 - 3.14.2 A provider pharmacist shall participate in the monthly Behavioral Management Team meeting.
 - 3.14.3 Provider shall report drug errors, irregularities and drug reactions to the Director of Nursing, Medical Director, and Administrator at said meetings.
- 3.15 Interpret and fill all prescriptions and maintain all required records.
- 3.16 A provider pharmacist shall assist in-service education staff in planning and shall actively participate with education programs for nursing and other personnel. Address available support staff for wound and IV services in RFP response.
- 3.17 Provider shall have the ability to provide the required 4-hour education of facility's medication aides.
- 3.18 Provider shall complete monthly inspections of all contingency and emergency supplies and med rooms.
- 3.19 Maintain a mutually acceptable list of symbols and abbreviations for charging, ordering, and documenting drugs.
- 3.20 Provider shall purchase in bulk and utilize cost effective systems to package medications.
- 3.21 Provider shall promptly communicate when a medication is unavailable. They shall collaborate with facility staff to provide acceptable product substitution until the out-of-stock medication can be made available.
- 3.22 Compliance Reports:
 - 3.22.1 Complete compliance reports after each delivery cycle.
 - 3.22.2 Reports shall indicate medications held, medications dispensed, missing PRN medications, too-soon refills and expiration dates.

- 3.22.3 Provide the Facility with appropriate and timely reports for Payroll Based Journal reporting contracted hours provided as a requirement of CMS.
- 3.23 Discharge, self-medication, and pass meds situations are handled on an “as needed” basis. A pharmacist shall be available for consulting on discharge medications.
- 3.24 Provider shall develop a system to catalog returned medications and products and promptly credit any charges for product returns.
- 3.25 Physician Order Sheets and Medication and Treatment Administration Records (MARs and TARs) shall be provided to the facility by the provider, if requested. In addition, provider shall maintain and/or provide the following:
 - 3.25.1 Required forms for C-boxes and E-boxes.
 - 3.25.2 Daily drug and supply order sheets.
 - 3.25.3 New permanent labels for changes of direction on currently supplied prescriptions, if required.
 - 3.25.4 Any other forms required to meet State and Federal law.
 - 3.25.5 Any forms that would facilitate maintenance of an integrated medical records system.
- 3.26 Provider shall supply other requested pharmaceuticals administered by facility staff, such as Pneumovax, Prevnar 13, Prevnar 20, Shingrix, RSV, hepatitis vaccines, as well as the COVID-19 and annual facility requested influenza vaccine.
- 3.27 Medication Delivery System Equipment:
 - 3.27.1 Provider shall furnish and maintain equipment necessary to operate the medication delivery system – 5 medication carts.
 - 3.27.2 Medication carts shall be of appropriate size to meet CHCC’s physical plant requirements and be able to accommodate computer equipment used during the delivery of medication.
 - 3.27.3 All equipment shall be maintained in accordance with State and Federal compliance guidelines.
 - 3.27.4 Carts shall be cleaned on a routine basis as agreed upon with CHCC.
 - 3.27.5 Provider shall ensure that all equipment provided by pharmacy is always in good working order.
 - 3.27.6 Provide computer mounts for medications carts.
- 3.28 Provider shall assist the facility with verification of pharmacy/drug coverages and cost for prospective admissions.

- 3.29 Provider shall inform facility of changes in delivery personnel. Facility access cards must be secured, and prompt communication must occur in the event building access needs to be terminated.
- 3.30 Collaborate with nurse management staff to problem solve system issues between the pharmacy and the facility.
- 3.31 Provider shall facilitate prior authorizations with resident drug plans.
- 3.32 Provider must submit TB skin test results and crime reference summaries for those agency staff who will have direct, regular contact with facility staff, and/or residents.
- 3.33 Provider shall maintain a resident drug profile in the pharmacy.
- 3.34 Provider shall provide consultation during State/Federal surveys, verification visits, or as otherwise determined necessary by CHCC management.
- 3.35 Provider shall provide a pharmacy policy and procedure manual for services provided.
- 3.36 Provider shall comply with the Health Insurance Portability and Accountability Act (HIPAA) standards for privacy of individually identifiable health information. Provider shall use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any protected health information.
- 3.37 As part of the facility's Quality Assurance and Performance Improvement (QAPI) program, provider shall review medication distribution system monthly and provide a report to the Director of Nursing with recommendations, as necessary. Attendance at the quarterly QAPI meeting is required.
- 3.38 Provider shall retain all credentialing and licensure information for personnel providing services for CHCC.
- 3.39 Compensation/Payments:
 - 3.39.1 Provider staff shall work with the CHCC staff to ensure that accurate billing information is on file at the pharmacy as soon as possible following admission or payor change.
 - 3.39.2 Provider shall complete all Medicare, Medicare Advantage, Family Care, Medicaid, and private insurance billings to allow coordination of benefits.
 - 3.39.3 Provider billing staff shall also bill insurance companies for covered services.
 - 3.39.4 Provider shall be required to provide the Facility a detailed monthly bill/invoice, for Facility responsible charges, no later than the 3rd business day of each month, for charges incurred in the prior month.
 - 3.39.5 The billing shall list itemized charges indicating date of service, resident name, product/drug provided (including dosage), quantity, cost per each, total cost by major categories (Medicare Part A, Medicaid, Veteran, Non-Covered, House Charges, etc.) must be included.

- 3.39.6 Provider shall bill for the comprehensive services provided in accordance with State and Federal guidelines. It is acknowledged that these guidelines may change during the term of the contract. All billing shall follow affected regulations.
- 3.39.7 Provider shall bill all private pay clients directly.
- 3.39.8 Provider staff shall work with residents and or families/guardians that are having financial difficulties to allow Provider to continue providing medication to resident.
- 3.39.9 The State of Wisconsin Medicaid Program and/or Medicare Part D plans shall be billed directly for all covered items dispensed to eligible residents.
- 3.39.10 Amounts received from Medicaid and/or Medicare part D plans shall be considered payment in full.
- 3.39.11 Medicare A, Medicare Advantage and Veteran shall include separate sub-totals for supplies and pharmaceuticals for each resident.
- 3.39.12 Charges shall not exceed the Medicaid fee schedule.
- 3.39.13 The facility shall be billed directly for the following items:
 - 3.39.13.1 Equipment rental expenses, if any.
 - 3.39.13.2 House liability items itemized by resident.
 - 3.39.13.3 Over-the counter items itemized by resident.
 - 3.39.13.4 Employee flu vaccines.
 - 3.39.13.5 Additional RN services provided at facility by Pharmacy, if any.

4.0 PROPOSAL SUBMITTAL INFORMATION

4.1 Submission of Proposals

- 4.1.1 Proposals may be submitted by one of two methods:
 - 4.1.1.1 Three (3) copies of the proposal must be signed, sealed, and returned (with necessary attachments) to the Columbia County Clerk at the mailing address of 112 East Edgewater Street, Portage, WI 53901. **OR**
 - 4.1.1.2 Proposals may be submitted via [DemandStar](#) (national procurement information distribution system). Registration is FREE in connection with the Wisconsin Association of Public Purchasers (WAPP).
 - 4.1.1.3 All proposals must be submitted and received no later than 9:00 a.m. (CST) on May 23, 2024. Bids will be publicly opened and read at 10:00 a.m. (CST) on May 23, 2024 at Columbia County

Administration Building, 112 East Edgewater Street, Portage, WI 53901 in the County Board Room.

- 4.1.2 Providers must respond to the RFP by submitting all data required herein in order for proposals to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification.
 - 4.1.3 Providers are solely responsible for ensuring timely, actual, and full receipt of RFP proposal.
- 4.2 General Requirements
- 4.2.1 Submissions of Proposals – The following material is required to be received by no later than 9:00 a.m. (CST) on May 23, 2024, for a proposal to be considered:
 - 4.2.1.1 Title Page – showing the request for proposals’ subject; the Provider’s name; the name, address, and telephone number of the contact person; and the date of the proposal.
 - 4.2.1.2 Table of Contents
 - 4.2.1.3 Transmittal Letter – a signed letter of transmittal briefly stating the Provider’s understanding of the work to be done, the commitment to perform the work within the time-period, and a statement why the Provider believes itself to be best qualified to perform the engagement.
 - 4.2.1.4 Detailed Technical Proposal – the detailed proposal should follow the order set forth in section 4.3 – Technical Proposal of this RFP.
 - 4.2.1.5 Cost Proposal – prices must be submitted on the Schedule of Professional Fees and Expenses on page 12 of this RFP.
 - 4.2.1.6 Signature Page – the Signature Page on page 13 of this RFP must be signed and submitted with the information above to attest to the accuracy of the information submitted. The individual signing the form must have the authority to represent the Provider to the engagement.
- 4.3 Technical Proposal
- 4.3.1 General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the Provider seeking to undertake the pharmacy services for the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Provider and of the particular staff to be assigned to this engagement.

The proposal should be prepared simply and economically, providing a straightforward, concise description of the Provider's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 4.3.2 through 4.3.6, must be included and formatted with each section labeled separately. They represent the criteria against which the proposal will be evaluated.

4.3.2 Minimum Requirements

4.3.2.1 Brief history of Pharmacy.

4.3.2.3 Full disclosure of all lawsuits and claims filed against the firm in the past 24 calendar months.

4.3.2.4 Pharmacy's specific abilities and financial capacity to provide the required professional services and qualifications related to the requirements outlined in this Request for Proposals. Please be specific and provide projects, dates, and results.

4.3.2.5 Examples of specific knowledge and expertise related to pharmacy services.

4.3.2.6 County's cost for medications.

4.3.2.7 Additional products and services provided by pharmacy not specifically called out in the Request for Proposal.

4.3.2.8 Additional value-added services provided at no cost to the facility.

4.3.3 License to Practice in Wisconsin

An affirmative statement should be included that the Provider and all assigned key professional staff are properly licensed to provide services in the State of Wisconsin.

4.3.4 Insurance

Provider shall provide proof of insurance and licensure.

4.3.5 Similar Engagement with Other Nursing Homes

At minimum, the contracted pharmacy shall have at least five (5) years of pharmacy experience in serving nursing homes of similar size and makeup as CHCC. For the Provider that will be assigned responsibility for this RFP, list the most significant engagements (maximum – 5) performed in the last five (5) years that are similar to the engagement described in this RFP.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

References should demonstrate the Pharmacy's competence to perform work like that required on the RFP. Include contact name, address, telephone number and e-mail address. Selected references may be contacted to

determine the quality of work performed and personnel assigned to the project. Indicate whether your engagement is presently ongoing or has been terminated.

4.3.6 Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed in the State of Wisconsin.

Include resumes of key personnel to be assigned and provide services under contract with the County. Provide as much information as possible regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the engagement will be assured.

4.4 Cost Proposal

Use the Schedule of Professional Fees and Expenses on page 12 to submit your proposed cost.

4.4.1 Total All-Inclusive Maximum Price

This is the price to perform the services as described in this request for proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

4.4.2 Rates for Additional Professional Services

If it should become necessary for the County to request the Provider to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County and the Provider.

4.4.3 Manner of Payment

The Provider will submit billings and related reports by the 5th day of each month for the previous month's services.

4.5 Provider's Questions

Providers are reminded to carefully examine this RFP upon receipt. A written request may be made to Amy Yamriska, CHCC Administrator at amy.yamriska@columbiacountywi.gov or (608) 429-1005, for interpretation or correction of any of the RFP material.

Any questions shall be submitted in writing no later than May 6, 2024, by 2:00 p.m. (CST). Questions received after that time will not be considered. Questions and answers will be posted to DemandStar and the County's website on May 8, 2024. Contact with

personnel of the County other than CHCC regarding this RFP may be grounds for elimination from the selection process.

4.6 Late Proposals

Formal proposals, amendments thereto, or requests for withdrawal of proposals received by the County after time specified for proposal opening will not be considered. Any late proposals shall be returned to the submitting Provider.

4.7 Proposals Binding 90 Days

Unless other specified, all formal proposals submitted shall be binding for ninety (90) calendar days following proposal due date.

4.8 Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Columbia County Accounting Department prior to the specified due date and time.

4.9 Calendar of Events

Date	Event
April 22, 2024	Date of issue of the RFP
May 6, 2024	Last day for submitting written inquiries by 2:00 p.m. (CST)
May 8, 2024	Supplements or revisions to the RFP posted on the County's website.
May 23, 2024	Proposals due from vendors by 9:00 a.m. (CST)
May 23, 2024	Bid opening at 10:00 a.m. (CST)
June 20, 2024	Bid award/notification
June 26, 2024	Contract negotiations/signed by
August 1, 2024	Contract start date*

* The contract start date is adjustable forward/backward to accommodate the current 30-day card fill.

5.0 TERMS AND CONDITIONS

5.1 Contract

The Provider will be required to enter into a formal contract with the County. Columbia County Standard Terms and Conditions for Service Contracts apply. See pages 14-18.

6.0 COLUMBIA COUNTY'S RESPONSIBILITIES

The County will provide necessary space to fulfill the contract.

7.0 PROPOSAL SELECTION AND AWARD PROCESS

7.1 Preliminary Evaluation

The proposals will first be reviewed to determine if all requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all Providers do not meet one or more of the mandatory

requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

7.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of the Providers based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking Provider will be invited to make such presentations. Those that participate in the interview process will then be scored, and the final ranking will be made based upon those scores. The County reserves the right to request any additional information that it deems necessary during the interview/evaluation process.

7.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected Provider prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Provider, the County may negotiate a contract with the next highest scoring Provider.

7.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Cost	40%
Organization, personnel, and experience	30%
Quality and adequacy of response	30%

7.5 Final Selection

The CHCC Committee shall approve the Provider selected, based on the evaluation results and ranking.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

**Pharmacy Services
RFP# HCC-05-24**

Include price to perform all services described in the RFP.

Service	Hours Per Month	Three (3) Year Contract Period			Two (2) Year Option to Extend	
		Cost/Charge 8/1/24	Projected % Increase 8/1/25	Projected % Increase 8/1/26	Projected % Increase 8/1/27	Projected % Increase 8/1/28
Monthly Drug Regime Review (Based on Census)						
Monthly Nursing Station Checks (6 Med Rooms & 5 Carts)						
Consultation During State/Federal Survey and/or Verification Visits as Needed						
Quality Improvement & Assessment Committee (Quarterly, 1 Hour Each)						
Behavior Management Team Committee (Monthly, 2 Hours Each)						
Admission Consultation (as needed)						
Other Facility Committees (as needed)						
In-service Presentation (as needed)						
Medication Cart Rental (Cost Per Month)						

Based on the above information, price of consulting pharmacist services is:

\$_____ per bed, per month.

SIGNATURE PAGE

**Pharmacy Services
RFP# HCC-05-24**

We, the undersigned, propose to provide Pharmacy Services to Columbia County as herein described at the prices indicated on the Schedule of Professional Fees and Expenses.

We, the undersigned, submit that all information and responses provided are complete and accurate to the best of our knowledge and that the proposal is a firm and irrevocable offer for 90 days.

Please state any deviations from the requirements contained in this RFP:

Acknowledge any addenda to the RFP below:

Addendum#	Date
_____	_____
_____	_____

Submitted By: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Date of qualification to do business in Wisconsin: _____

COLUMBIA COUNTY STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS

- 1. References to Parties.** The term “Provider” refers to the entity or individual providing services to Columbia County. All references to “Columbia County” or to the “County” are to Columbia County, Wisconsin.
- 2. Nondiscrimination/Affirmative Action.** The Provider agrees to act, in accordance with applicable State and Federal law, to not discriminate against any person, including but not limited to an applicant or recipient of services or an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, conviction record, military participation or membership in the national guard, military participation in the state defense force or any other reserve component of the military forces of the United States, or political beliefs. As may be applicable to the underlying Agreement and consistent with the law, the Provider shall use reasonable efforts to develop a balanced workforce proportional to the percentage of minorities and women in the relevant workforce. The Provider shall provide a harassment-free work environment. Upon request, evidence of compliance with this section will be made available.
- 3. Professional and Safety Requirements.** The Provider shall fully comply with the safety requirements set forth by the Wisconsin Department of Safety and Professional Standards, OSHA, Wisconsin Department of Transportation, and as otherwise applicable to the Provider’s profession(s), role(s), and duty(s) under the parties’ Agreement; and the Provider shall be responsible for training its own employees on such requirements. The parties shall at all times comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct.
- 4. Permits.** As is applicable, any party providing a service under this Agreement shall obtain and maintain all State, Federal, and local permits required for the performance of that service. A copy of such permit(s) shall be provided to the other party upon request.
- 5. Quality of Services.** Services provided under this Agreement shall be of good quality and consistent with appropriate and accepted industry standards. To the degree applicable, services shall also meet those requirements as set forth in State, Federal, and local law. All staff performing services under this Agreement shall have sufficient training, knowledge, and expertise to perform the agreed upon services and that they meet all of the applicable licensing and certification requirements. A background check(s) may be required for those Provider staff having particular access to sensitive County technology, confidential information, and/or potentially vulnerable populations. All vendors shall not be and shall certify that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal government.

6. **Efficiency.** The parties shall commence, carry on, and complete obligations under this Agreement with deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws.
7. **Indemnification.** The Provider shall indemnify, hold harmless and defend Columbia County, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage or loss, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which Columbia County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of this Agreement and shall apply to any and all liability, claims, losses, damages, costs or expenses. Columbia County reserves the right, but not the obligation, to participate in defense without relieving the Provider of any obligation. These provisions shall survive the expiration or termination of this Agreement.
8. **Insurance.** In order to secure the parties' obligations under Paragraph 6, the Provider shall procure and maintain general liability insurance sufficient to cover the potential risks of the project. At a minimum, the Provider shall secure and maintain the following insurance:
 - a. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
 - b. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
 - c. Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident; and
 - d. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence.

The Provider shall add Columbia County, its officers, agents and employees and additional insurers under the Commercial, General, and Automobile policies. Upon the request of the other, each party shall provide a copy of its certificate of insurance to the requesting party. Nothing within this provision shall be construed to waive any defense or statutory right available to either party.

9. **Public Records.** Each party shall maintain all records subject to a valid and appropriate public records request in accordance with applicable law. Unless otherwise provided by law, each party shall maintain all records for at least a period of seven (7) years. Nothing within this provision shall waive any right the party may have in rejecting all or part of a public records request. However, should it occur, the Provider shall provide timely notice of any restricted, redacted, limited, or denied public record(s) response made. In case of controversy or litigation, and without waiver of any right herein, Columbia County retains the right to participate in such.

10. **Assignment.** Neither party may assign its duties or rights to a third party without the written consent of the other party.
11. **Subcontracting.** Neither party may subcontract, sell, transfer, or otherwise dispose of any portion of the contract without the prior written consent of the other party. No subcontractor shall, under any circumstance, relieve either party of its obligations under this contract.
12. **Proprietary Information.**
 - a. Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in the response to a request will become County property. Columbia County will work with vendors to meet their confidentiality requirements provided they are within reason. All such proprietary/confidential materials must be clearly marked as such. Pricing will not be held confidential after the award of contract.
 - b. Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of Columbia County.
 - c. All proprietary information will be handled in accordance with the law, specifically including Wis. Stat. ch. 19, subchapter II, known as the Wisconsin Public Records Law. The Provider shall be expected to defend its determination(s) in the event of litigation or controversy.
13. **Confidentiality.** As may be applicable to this Agreement, each party shall secure and protect confidential information from any party not allowed access to such information. Additionally,
 - a. In connection with the performance of the work prescribed in this Agreement, it may be necessary for Columbia County to disclose to the Provider certain information that is confidential and / or proprietary. The Provider shall not use such for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Provider shall hold all such information in confidence and shall not disclose it to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such information and in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.
 - b. The Provider shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of this information while in its possession or control including transportation, whether physically or electronically.
 - c. The Provider and its employees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

- d. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Provider or its agents, employees, successors, assigns, subcontractor, or any party claiming an interest in this Agreement on behalf of or under the rights of the Provider following any termination.
 - e. The Provider shall advise all of their agents, employees, successors, assigns of the restrictions, present and continuing, set forth herein. The Provider shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by the Provider, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.
14. **Cancellation.** Columbia County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/contractor to comply with terms, conditions, performance, and specifications of a contract.
15. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of a contract in accordance within reasonable control and without fault or negligence on its party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, loss of funding, fires, floods, epidemics or pandemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
16. **Choice of Laws and Venue.** This contract shall be governed by the law of the State of Wisconsin; and the venue for any legal action between the parties shall be Columbia County, or if applicable, the United States District Court for the Western District of Wisconsin.
17. **Change in Law.** The parties recognize that this Agreement is at all times subject to applicable Federal, State, and local laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations due to new legislation or by judicial decision. Such changes shall be fully incorporated into the terms of the parties' Agreement. Any provisions of law that invalidates, or becomes inconsistent with, the material terms and conditions of the parties' Agreement or that would cause one or both of the parties to be in violation of law shall be deemed to have superseded the terms of this Agreement; and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s).
18. **Severability.** If any provision of this agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this agreement shall remain operative and binding on the parties.
19. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties. Any prior agreement, promise, negotiation, or representation, whether oral or written, not expressly set forth within this Agreement shall have no force or effect.
20. **Taxes.** Columbia County and its departments are exempt from the payment of all Federal, Wisconsin, and local taxes on its purchases except Wisconsin excise or occupation tax on its purchase of motor vehicle fuel.

21. **Independent Contractor.** No employee-employer relationship is created by this agreement on behalf of either party. Both parties are independent from each other and their relationship is contractual in nature. Each party's employees, officers, and agents and shall be under the sole and exclusive direction and control of that party. Both parties understand and agree that (i) Columbia County will not withhold from the Provider, any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to the Provider, (ii) the Provider shall be solely responsible for providing its own worker's compensation insurance, and (iii) all of such payments as may be required by law are the sole responsibility of the Provider. In the event the Internal Revenue Service or Wisconsin Department of Revenue should question the independent contractor status of the Provider, the parties hereto mutually agree that both Columbia County and the Provider shall have the right to participate in any discussion, negotiation or resolution occurring with the Internal Revenue Service or Wisconsin Department of Revenue, regardless of with whom such discussions or negotiations are initiated.
22. **Legal Status.** The Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and that the person executing this Agreement on its behalf is authorized to do so.
23. **Personnel.** Each shall secure, at its own expense, all personnel necessary to carry out the party's obligations under this Agreement.
24. **Use of Titles and Headings.** Titles and headings herein are inserted for convenience only and shall not affect the construction of these terms and conditions.