

COLUMBIA COUNTY

Request for Proposal

Therapy Services

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Section 1 - RFP Overview

Columbia County is soliciting competitive proposals to provide Physical, Occupational, and Speech Therapy services for Columbia Health Care Center at 323 W. Monroe St., Wyocena, WI 53969.

Columbia Health Care Center

Columbia Health Care Center is an 85-bed skilled nursing facility, owned by Columbia County.

Columbia Health Care Center is licensed by the State of Wisconsin's Department of Health and Family Services. All Medicare beds are certified. This facility must comply with both State (Wisconsin Administrative Code Chapter HFS 132) and Federal regulations for Nursing Homes. It is expected that the Vendor providing professional Physical, Occupational, and Speech Therapy services is aware of and abides by said regulations.

Tours

NOTE – One non-mandatory site visit on June 10, 2025, at 10:00 a.m. CST

All interested vendors will meet at Columbia Health Care Center, located at 323 W. Monroe St in Wyocena, WI. Please confirm attendance to the site visit to Amy Yamriska at amy.yamriska@columbiacountywi.gov

Section 2 - Proposal Submittal Instructions

The following is a list of the important dates for activities related to the RFP process. Columbia County reserves the right to change these dates and will post the changes on its website.

Activity	Time	Date
RFP Released		June 2, 2025
Site Visit	10:00 a.m.	June 10, 2025
Questions Due	10:00 a.m.	June 13, 2025

Proposals Due	9:00 a.m.	June 27, 2025
Proposal/RFP Opening	9:05 a.m.	June 27, 2025
Evaluation of Proposals and Possible Interviews		July 7-16, 2025
Contract Awarded		August 5, 2025
Contract Start Date		October 1, 2025

This RFP is posted on the Columbia County website. The County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website. It is the vendor's responsibility to be aware of amendments that are posted on the website. The address is:

<http://www.co.columbia.wi.us>

Vendors are encouraged to check the website frequently for changes to the RFP or schedule.

Scope of Work questions shall be submitted to:

Amy Yamriska, NHA, Columbia Health Care
amy.yamriska@columbiacountywi.gov

All proposals shall be submitted in complete original form. No faxed or emailed proposals will be accepted. Proposals shall be sealed and marked "**Therapy Services**". **Vendors shall submit four (4) copies of their proposal in a paper form.**

Sealed proposals must be delivered no later than 9:00 a.m., June 27, 2025, to:

**Susan Moll
Columbia County Clerk
112 E. Edgewater St.
Portage, WI 53901**

Proposals received after the above date and time will be returned unopened.

The proposals will be publicly opened at 9:05 a.m., June 27, 2025 in:

**Room 115
Columbia County Administration Building
112 E. Edgewater St.
Portage, WI 53901**

At that time, the names of vendors who properly submitted proposals will be announced. Announcement of the names of the vendors who submitted proposals is not a guarantee that the proposals otherwise comply with the specifications of this RFP.

All proposals submitted on time become the property of Columbia County upon submission, and the proposals will not be returned to the Vendors. By submitting a proposal, the Responder agrees that Columbia County may copy the proposal for purposes of facilitating the evaluation.

Vendors may submit any other information that is not described in this proposal that would be beneficial to Columbia County. If in the vendor's opinion the County has overlooked anything material or relevant, such item(s) may be brought to the County's attention and be included in the proposal.

All proposals are subject to the Wisconsin Public Records Law.

Section 3 – Proposal Specifications

Background

Please provide the following background information on your company:

- A. Company name and address, including parent company if applicable
- B. Description of company's history and strategic approach to rehab care
- C. Years in business
- D. Service footprint
- E. Ownership

Therapy Services

Explain the therapy service your company provides by addressing the following:

- A. What unique services or programs distinguish your company from other rehab providers?
- B. Describe the program/processes you employ to enhance resident engagement and caregiver education.
- C. How does your company approach care planning and discharge planning to assist with cross continuum care and post-discharge success?
- D. What is your experience and approach to managed care models of reimbursement that enhance the resident experience?
- E. How do you identify rehabilitation needs in the long-term care population and what programs do you offer to address this specific segment of residents?
- F. Describe your collaboration strategies with Restorative Nursing.
- G. Describe your approach and expertise in providing outpatient services.

Staffing

Explain your approach to staffing that describes the role of your clinicians and managers within the facility by addressing the following:

- A. What staffing model by discipline would you recommend for this SNF?
- B. Explain specific training methods for the Therapy Program Manager (TPM) position.
- C. List facility meetings attended by TPM and/or rehab staff.
- D. Describe the role of the area/regional Director as well as the anticipated frequency of on-site visits.
- E. How do you assure continued clinical and leadership development of clinicians and managers?

PDPM

Describe your company's philosophy for achieving success in the Patient Driven Payment Model (PDPM)

- A. What systems and support do you offer to assist gathering clinical data for PDPM related diagnosis categories?
 - 1. How do you approach section GG accuracy?
 - 2. How do you collaborate on identifying information to increase NTA levels?
- B. What clinical pathways have been developed and implemented?
- C. What is your philosophy on the utilization of concurrent and group therapy?
- D. What is your strategy for providing speech therapy services?

Program Assessment & Accountability

Explain how you provide updates, trends and data analysis to the facility as it pertains to the following:

- A. Provide examples of the data/information/metrics that your organization routinely reports on that illustrate program performance, with specific KPIs
- B. How is information provided to facility leadership and at what frequency?
- C. How do you collaborate with facility leadership to be involved in setting program goals?
- D. How do you measure customer satisfaction?

Technology

Explain in detail the technology your company proposes to use by addressing the following:

- A. What software do you use for documentation and billing and what are the benefits of this platform?
- B. How does your software interface with typical Electronic Health Record platforms?

Quality & Compliance

Explain the compliance measures and processes established by your company by addressing the following:

- A. Describe your clinical compliance programs including systems, compliance staff qualifications, roles and responsibilities.
- B. Describe how your company educates employees and customers on any regulatory, reimbursement and industry changes.
- C. Explain how your organization partners with the facility on quality programs and outcomes as it pertains to QRP and VBP.
- D. What if any MDS support/education does your organization provide?

Third Party Disallowances & Denials

Explain how your company proposes handling third party disallowances and denials of claims by addressing, at a minimum, the following:

- A. Describe your claims management and dispute resolution process including indemnification in the event of overpayment.
- B. Describe your company's success rate in overturning denials, identifying the level of appeal at which denials are overturned.

Marketing Support

Describe the services and programs you offer to support the facility in securing referral sources and assuring steady census by addressing the following:

- A. How do you measure outcomes and what measures can you provide to the facility for the purposes of securing referrals sources?
- B. Give examples of any Census Development programs and facility support you offer.
- C. Describe any marketing support you can provide as it relates to ancillary development, community marketing and social media.
- D. How do you plan to actively participate with the facility to enhance relationships with acute providers/downstream post-acute providers?

Additional Services/Responsibilities

- A. Describe any other value-added services.
- B. Discuss any educational or training programs that your company would provide to the facility's staff.
- C. Provide a list of equipment that will be provided, and a list of equipment facility should provide.

Miscellaneous

- A. Provide delivery/return of, maintenance, and cleaning of necessary equipment (i.e. wheelchairs/walkers) on a timely basis.
- B. Submit invoices by the fifth of the month, which include a detailed breakdown of all charges for the monthly period, including what services were rendered, and the dates of such services by resident. Invoices shall be based upon actual services rendered. Columbia Health Care Center will pay all such invoices unless any item(s) are questioned, in which payment will be withheld pending verification of the amount claimed and the validity of the claim.
- C. Obtain prior authorizations for Medicaid fee for service or Medicaid Managed Care therapy services.
- D. Complete appropriate MDS sections with timely and accurate information for MDS submission.
- E. Attend care conferences, of residents on therapy case load, morning stand up meetings, weekly Medicare meetings and quarterly Quality Improvement meeting.
- F. Provide a list of names, titles, license or certification numbers, criminal background checks, DOJ checks, and specialties of all therapy personnel working at Columbia Health Care Center. All copies must be kept on file in the facility H.R. office.
- G. Provide therapy personnel information and hours worked in acceptable format to meet Payroll Based Journal submittal requirements; within 15 days of the end of the month.
- H. Staff assigned to CHCC must complete mandatory in-services i.e. Fire Safety, Disaster Plan, Resident Rights, Communication, Abuse/Neglect and Exploitation, QAPI, Infection Control, Corporate Compliance, Ethics and HIPAA.
- I. Maintain QAPI (Quality Assurance and Process Improvement) standards and other quality Standards designed to assure that services meet or exceed quality of care standards and legal requirements. Present a QAPI project and progress quarterly to the facility Q.I. committee and participate in facility QAPI initiatives, as needed .
- J. Comply with HIPAA requirements, False Claims and Civil Rights Acts, which governs contracts providing for payment from Governmental funds.
- K. Provide required information for CHCC's CMS revalidation and/or required updates.
- L. Agree to sign facility's Business Associate Agreement.

Start Date & Transition

Please describe the therapy staffing transition process that you have in place to assure seamless care and successful program implementation. Include earliest start date and transition process duration.

Pricing

Explain all pricing scenarios that you propose, addressing, at a minimum, the following:

- A. Pricing based on various methodologies, e.g., percent of PDPM rate, percent of therapy components of PDPM rate, per diem or per minute rate, percentage of fee screen, etc. Please include your approach to MPPR.
- B. Fees for use of software or licensing of software, including post-termination.
- C. Describe your billing terms and month end process.

Contractual Terms

If there are any specific contractual terms that you would request be included, identify and provide those provisions. Please provide a copy of your agreement.

Section 4 - General Requirements

- A. SPECIFICATIONS: The specifications in this request are the minimum acceptable. Columbia Health Care Center shall be the sole judges or equivalency. Vendors are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.
- B. DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the Vendor's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Vendor shall be held liable.
- C. ACCEPTANCE-REJECTION: Columbia Health Care Center reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interest of Columbia Health Care Center.
- D. Proposals MUST be dated, stamped by Columbia County, on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by Columbia County.
- E. Proposal shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope "Professional Physical, Occupational, and Speech Therapy Services, Health Care Center".
- F. TAXES: Columbia County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax on alcoholic beverages which is accepted by Stated Statutes.
- G. ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- H. APPLICABLE LAW: The Vendor 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 this contract and which in any manner affect the work of its conduct. The County shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of Wis. Stat §59.52(29) do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
- I. ASSIGNMENT: No right or duty in whole or in part of the Vendor under this contract may be assigned or delegated without the prior written consent of the Facility.
- J. SUBCONTRACTORS: If subcontractors are planned to be used, this should be clearly explained in the proposal. The Facility reserves the right to reject any subcontractor. However, the Prime Vendor will be responsible for contract performance whether or not subcontractors are used.
- K. NONDISCRIMINATION: In connection with the performance of work under this contract, the Vendor agrees not to discriminate against any employee or applicant for employment for age, race, religion, color, handicap, sex, physical condition, developmental disability as defining in §51.01 (5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
 - a. Failure to comply with the conditions of this clause may result in the Vendor becoming declared an "ineligible" Vendor, termination of the contract, or withholding of payment.
- L. BACKGROUND CHECKS: Any employees of said Vendor must complete the Background Information Disclosure, F-82064. It will be the responsibility of the Vendor to assure that said disclosure is completed and that the background checks have been performed. The information obtained from said

background checks must indicate that the employee would not pose a threat when working with vulnerable adults. All copies must be kept on file at Columbia Health Care Center's Human Resource office.

- M. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Columbia County, must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- N. **HOLD HARMLESS:** Vendor agrees to indemnify, hold harmless, and defend, Columbia County its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the Vendor.
- O. **INSURANCE RESPONSIBILITY:** The Vendor performing services for Columbia County shall comply with the insurance requirements contained herein.
 - a. Provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Vendor is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.
 - b. Provide insurance certificate indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be present prior to the issuance of the purchase order or before commencement of the contract.
- P. **CANCELLATION:** Columbia County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the Vendor to comply with the terms, conditions, and specifications of this contract.
- Q. **AUDIT:** During the term of the contract, the Vendor shall, upon the request of the Columbia County Comptroller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
- R. **INDEPENDENT VENDOR STATUS:** None of the officers, employees, or agents of the Vendor are employees of Columbia County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- S. **PUBLIC RECORDS ACCESS:** It is the intention of the county to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
 - a. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- T. **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Columbia County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Vendor's responsibility to defend the determination in the event of an appeal or litigation.
 - a. Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentations, and innovations become the property of Columbia County.
 - b. Any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in §19.36(5), Wis. Stats. or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal process cannot be held confidential.
- U. **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- V. **TERMINATION FOR CONVENIENCE:** Columbia County reserves the right to terminate this contract for convenience upon 60-day notice.
- W. **TERMINATION FOR DEFAULT:** Columbia County reserves the right to terminate the contract for default if, after twenty days written notice to cure default, Vendor fails to satisfactorily cure the default.

Section 5 - Proposal Submittal

Provide four proposal copies. Neither fax nor email proposals will be accepted. Include the following information in your proposal in the requested order –

- Cover page (limited to one page) which lists the primary and secondary contact to whom the County may contact regarding your proposal.
- Tab 1: Background information. Provide information on your firm and your ability to provide the services as requested for Columbia Health Care Center. Tab 1 shall be limited to five pages.
- Tab 2: Provide the requested information in Section 3 organized and clearly marked.
- Tab 3: Provide your fee schedule for all services that will be offered. The fee schedule shall include all items requested in Section 3.0 which are not just resident services (i.e. in-service training, supplies, etc).
- Tab 4: Provide three (3) current references, in Wisconsin, your firm has provided similar services for during the past three years. Include dates of service, service description, facility name and location, contact name, email and phone number. Provide the same information for 1 prior customer in the last three years.
- Tab 5: Any additional information you'd like to include (limited to three pages).
- Tab 6: Agreement to sign the Business Associate Agreement.

Section 6 - Evaluation of Proposals

Evaluation Criteria

Columbia County will evaluate the proposals using the criteria described below.

Category	Points
Qualifications	100
Scope of Work	100
Cost	100
Initial Total	300
Vendor Interview	300
Grand Total	600

Initial Evaluation

Each proposal shall receive an initial evaluation by an evaluation team. The highest evaluated vendors, up to 3, shall be requested to meet with the evaluation team for an interview. Vendors will be notified of their interview status no later than 4pm, July 2, 2025.

Interviews

Interviews will be scheduled between July 7 – 16, 2025. Vendors must be available at that time.

Section 7 - Terms and Conditions

- A. Columbia County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.
- B. Columbia County reserves the right to re-issue any requests for proposals.
- C. Upon the selection of a finalist Vendor, the County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this Vendor. If the County, for any reason, is unable to reach a final agreement with this Vendor; the County reserves the right to reject such Vendor and negotiate a final agreement with the Vendor who has the next most viable proposal or bid. The County may also elect to reject all proposals and re-issue a request for proposal.
- D. Clarification of proposals: Columbia County reserves the right to obtain clarification of any point in a Vendor's proposal or obtain additional information.
- E. Columbia County is not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of Columbia County.
- F. The County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interest of the County.
- G. The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the Vendor.
- H. The selected Vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- I. No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior written approval of the County.
- J. Should the selected Vendor merge or be purchased by another individual or firm contract continuation would be at the County's option.

Contract

Seeking an initial 3-year contract with the option of annual extensions. The contract shall commence on October 1, 2025.

Columbia County
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.