OFFICIAL NOTICE OF SERVICE PROVIDERS
MARATHON COUNTY WISCONSIN

REQUEST FOR PROPOSALS

Marathon County is requesting proposals for consulting services for a limited duration to review the operational performance and service delivery needs of its nursing home, Mount View Care Center, and to develop a strategic plan for Mount View Care Center. The proposal will be a limited term contract ending with the delivery of final recommendations and report no later than May 1, 2017.

Instructions and specifications may be obtained from the Marathon County Administration Office, Courthouse, 500 Forest Street, Wausau, WI 54403, 715-261-1400 and are also available on our website at www.co.marathon.wi.us

All proposals must be received at the Nursing Home Administration Office, Mount View Care Center, 2400 Marshall Street, Wausau, WI 54403, no later than March 3, 2017, 3:00 p.m. Proposals received after that date and time will NOT be accepted. Actual receipt by said time is required, and deposit in the mail is insufficient. The envelope containing the proposal shall bear the notation: “Nursing Home RFP”.

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days, subject to provisions for correction of error in the proposal as contained in section 3.05(1) (g) of the procurement code.

Marathon County reserves the right to reject, in whole, or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to Marathon County. The contract shall be awarded in accordance with the Marathon County Procurement Code. This solicitation may be cancelled if doing so is determined to be in the best interests of Marathon County. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

MARATHON COUNTY
Wausau, Wisconsin
Brad Karger
Marathon County Administrator
REQUEST FOR PROPOSAL
CONSULTING SERVICES TO DEVELOP A STRATEGIC PLAN FOR MOUNT VIEW CARE CENTER AND REVIEW OPERATIONAL PERFORMANCE AND SERVICE DELIVERY NEEDS

1. INTRODUCTION & BACKGROUND

North Central Health Care (NCHC) is a quasi-governmental organization organized under Wisconsin State Statute 51.42 as a multi-county community services program responsible for providing mental health and substance abuse services for the three county region of Langlade, Lincoln and Marathon Counties in North Central Wisconsin. North Central Health Care’s fourteen (14) member board is appointed by the respective county boards of the three sponsor counties. Representation is based on population with ten (10) members from Marathon County, two (2) from Langlade County and two (2) from Lincoln County. The NCHC Board currently has the delegated management responsibility for Mount View Care Center, Marathon County’s skilled nursing facility, a program solely operated by NCHC for the benefit of Marathon County.

Since the 1970’s, the NCHC Board has managed Marathon County’s skilled nursing facilities and services on behalf of the Marathon County Board. The most recent management agreement for Mount View Care Center operations has been in place between NCHC and Marathon County since 1999. The NCHC Board has a Nursing Home Operations Committee of the Board who oversees the policy creation and administration of the nursing home on behalf of Marathon County and reports to the NCHC Board. The Nursing Home Operations Committee is comprised of only Marathon County residents and County Board Supervisors, some of which also sit on the NCHC Board.

Prior to the creation of NCHC, Marathon County has been providing publicly operated nursing home services since the late 1880’s with oversight from a Board of Trustees up until management was turned over to NCHC in 1973. Throughout Marathon County’s history, skilled nursing services were largely operated out of two locations, the Sunny Vale Infirmary, located on the current North Central Health Care Campus and Mount View Manor, located to the west of Wausau near the Industrial Park. Today NCHC operates a 240 licensed skilled nursing facility on its main campus. The current census of the facility as of January 25th is 187 total census of which 19 are Medicare residents. The census has been dropping in recent years, which was largely anticipated but not to the degree currently experienced. The declining census has mostly occurred in the traditional long-term care population and to a lesser degree in the average Medicare census. The overall target census for 2017 is 203 residents, 20 of which is the target for Medicare residents. The facility enjoys an excellent reputation for quality of care and in the last several years has been recognized by US News and World Report and Women’s Choice. There are four distinct programs within the skilled nursing facility. These include:

- Post-Acute Care: A 25 bed short-stay rehab with primary payer sources being Medicare and private pay.
- Ventilator Unit: This is a 27 bed vent unit, one of only five in the state of Wisconsin.
- Legacies by the Lake: a dementia program encompassing 107 beds.
- Long-term Care: A traditional nursing home which has a capacity of up to 81 beds.

In 2013, NCHC worked with the Marathon County Board on what was slated to be a $13.1 million dollar renovation to the Mount View Care Center facility. Ultimately the project failed at the bond issuance vote by failing to reach the necessary 3/4ths majority due to dissatisfaction by some Marathon County Board members with NCHC’s mental health services, an issue unrelated to the skilled nursing services. The project was focused on updating the physical plant and changing accommodations to private rooms in the Mount View Care Center and upgrading the common areas to attract additional Medicare residents and prevent further erosion of census. Due to the current operational state, before Marathon County proceeds with revisiting the project, it is looking for a full operational review of Mount View Care Center and development of a strategic plan for the skilled nursing services provided by the County.

History of Skilled Nursing Services in Marathon County

Mount View Manor, originally named the Rib View Sanatorium, began as tuberculosis sanitarium and was opened in 1917 with a forty-bed capacity. Around 1928, Mount View Manor’s capacity was increased to 66 beds. In response to a need for a facility for children being treated for tuberculosis, a preventorium was built on the same location in 1938 with rooms for 20 children. As the number of children with tuberculosis declined, the preventorium was briefly closed and then reopened to women with tuberculosis after 1942. In 1959, another new building, “the Annex” was built adding an additional 20 single bed rooms. In the 1950’s there were great strides made in tuberculosis prevention and treatment and patients were consolidated into the preventorium and annex buildings. The original sanitarium was then converted into a skilled nursing facility. The last tuberculosis patient checked out all of these facilities in 1974 and the last major construction project occurred in 1974 when Mount View Manor was operating a total 131 skilled nursing beds at the site.

In 1927 the Marathon County Home and General Hospital was rebuilt on the current North Central Health Care campus and included skilled nursing services. In 1962 the County remodeled the Marathon County Home and General Hospital increasing the number of beds from 72 to 138 and again in the late 1970’s when the Sunny Vale Infirmary was increased to a 151 bed skilled nursing facility licensed by the state. It was the only Medicare certified facility in the area and served the community at the time.

In 1973, with the formation of North Central Health Care, the community services programs board took over the governance and policy making responsibilities of the nursing homes. Prior to that, the nursing home facilities were operated by a board of trustees. In 1974 there were three separate nursing facilities: Sunny Vale Infirmary with 151 beds, Mount View Manor with 131 beds and the newly built Health Care Center with 156 beds. In the mid 1980’s, the County recommitted to providing nursing home services to a select population whose needs could not be met in the private sector. As a result, in 1986 the Mount View Care Center was built and connected to the Health Care Center with a capacity of 226 beds. By consolidating all three nursing homes into one connected campus the County had a total capacity of 389 beds in one location. The Health Care Center facilities accommodated mostly patients with behavioral issues including individuals with mental health and developmental disability needs in a skilled nursing facility. A major reason for the consolidation was to avoid classification as an institute for the Mentally Deficient (IMD) status if over 50% of the residents were diagnosed as mentally ill, as was
the case for the services provided in the Health Care Center facility, which would no longer allow Marathon County to be eligible to be a nursing home and receive Medical Assistance reimbursement for these services.

Fast forward about 20 years, with many ups and downs in operational performance and census. In 2006, North Central Health Care, in partnership with Marathon County, initiated a comprehensive review of the nursing home’s operations which culminated in a report by The Management Group, Inc. on July 26, 2006. The study was prompted mostly due to financial considerations relating to the five-year growth of County tax levy from $1.6 to $3.1 million from 2001 to 2005. While the appropriate growth slowed in 2005, the overall deficit was budgeted to grow from $1.65 million in 2005, to over $2.4 million in 2006. Given the structural deficit on the cost to continue for 2006, the County was facing a deficit poised to wipe out its remaining fund balance. At the time, the report identified and analyzed four options for the nursing home, including:

- Maintaining the 320-bed facility at its current size
- Closing a unit in Mount View Care Center (the 197 bed traditional nursing home)
- Transferring ownership of Mount View Care Center and maintaining the Health Care Center (the 123-bed specialized facility)
- Transferring ownership of the entire 320-bed facility

Ultimately, the report generated a number of recommendations that once implemented put the nursing home on a more viable course until more recent years. The dramatic turnaround reduced the operating subsidy provided by Marathon County by more than $2.7 million through improvements in efficiency and substantial change in payer mix. Marathon County’s tax levy support remains largely the same in 2017 at $1.7 million annually.

Today, the nursing home is a 240 licensed bed facility separated into a two-unit 81-bed long-term care program, a two unit 52-bed post-acute care program (rehab and ventilator units) and a three unit 107-bed program serving the specialized needs of residents with behavioral problems related to aging (dementia and Alzheimer’s) and mental health issues. The nursing home license was dropped to 220 licensed beds as part of the 2017 budget with the reduction target in the long-term census. The unaudited financials for 2016 show a projected loss of $1.6 million dollars and a remaining fund balance of approximately $12,000,000 (a majority of which is not a cash position). Further, the nursing home’s 2017 budget was adopted with a projected deficit of ($624,139). Clearly, there is a revenue and expense equation to be balanced in considering a long-term commitment going forward. A recent letter to the Marathon County Board (attached) outlines some of the present day challenges facing Mount View Care Center.

Marathon County is again faced with long-term strategic decision of the future of the Mount View Care Center which will dictate success over the next 5-10 years and justify any capital expenditures related to an updated strategic plan. The main goal of the nursing home operational review and strategic plan is to develop options and recommendations to help strategically position the Marathon County nursing home facility, taking into account the:

- Management and governance relationships, both current and future;
- Financial status of the facility;
- Needs of Marathon County residents;
• Changes in long-term care and post-acute care service delivery and reimbursement; and
• Nursing home operational environment.

3. ISSUING AGENCY

The Marathon County Department of Administration is issuing this Request for Proposal (RFP) on behalf of Marathon County Government. Sole contact person for this proposal is Kim Gochanour, Mount View Care Nursing Home Administrator.

4. INCURRING COSTS

The County of Marathon is not liable for any costs incurred by any applicant in replying to this RFP.

5. APPLICANT RESPONSES TO THE RFP SPECIFICATIONS

Proposals submitted in reply to this RFP shall respond to the specifications stated herein. Failure to respond to the specifications may be a basis for a proposal being eliminated from consideration during the selection process. Marathon County Government reserves the right to reject any or all proposals and any part of a given proposal.

6. PROPOSALS SCOPE, CONTENT AND CONTRACTUAL OBLIGATION

All aspects of the proposal from a successful applicant will become a contractual obligation. Marathon County Government reserves the right to negotiate the award amount and budget items with the selected applicant prior to entering into a contract.

The contract may be modified only by written amendment duly executed by all parties. Justifiable modifications may be made in the course of the contract only through prior consultations with and written approval from the County Administrator or his designee. Failure of the successful applicant to accept these obligations in the contractual agreement may result in cancellation of the contract.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized as follows:

a) Executive Summary: Proposers should provide a statement of the prominent features of their proposal.

b) Qualifications and Experience: Describe all qualifications of your firm and experience in performing projects of a similar nature and scope, especially similar work done in the State of Wisconsin.

c) General Assessment of the Current Skilled Nursing Landscape: Generally describe the current state of the skilled nursing industry nationally, at the state level and comment on the challenges facing County nursing homes. Give a high level but brief narrative of strategic trends occurring in the industry.

d) General Description on Stakeholder Input Process: Describe your process on how you would engage the Marathon County, North Central Health Care, Mount View Care Center and community stakeholders in the process to ensure that we capture all pertinent input and produce a finished product with a high level of ownership on the part of all stakeholders.
e) **Description of the Firm’s Operational Assessment Process:** Provide a detailed description of the process that would be utilized to develop a complete and objective operational assessment, including how information would be gathered and used, how the governing committee or body overseeing the review would be involved, and the role of management staff at both Marathon County and North Central Health Care. See proposal scope below for additional deliverables.

f) **Description of the Firm’s Strategic Planning Process:** Provide a detailed description of the process that would be utilized to develop the strategic plan, including how information would be gathered and used, how the governing committee or body overseeing the development of the plan would be involved, and the role of management staff at both Marathon County and North Central Health Care. See proposal scope below for additional deliverables.

g) **Timeline:** Provide a project timeline including a schedule of all on-site visits and deliverables.

h) **Information Required:** Provide a complete list of all information that will be required from Marathon County and North Central Health Care.

i) **Final Deliverable:** Provide a description of the final deliverable in the form of a strategic plan.

j) **Costs:** Provide a detailed listing of all costs, including professional fees and all other costs that will be incurred in the completion of the process.

k) **Key Personnel:** Provide a complete listing of all consultants who will be directly involved in the project, including identification of who the principle consultant will be along with qualifications of all staff involved in the project.

l) **References:** Please provide a list of references for clients when you have provided a project of similar size and scope.

m) **Contact Person:** Identify a contact person for communication regarding the proposal.

6. **KEY DELIVERABLES OF THE PROJECT**

a) A facilitated process that will afford the Marathon County Board the ability to lead and set policy based on a study of the current landscape within which Mount View Care Center operates, understand what success in the future will look like, and craft a plan that will move the organization toward that vision of success.

b) A process for eliciting input from all pertinent stakeholders.
c) A review of contemporary and evolving long-term and post-acute care programs and policies at the state and federal levels to ensure they are fully reflected in study recommendations and that Marathon County is positioned to take full advantage of the changing landscape.

d) A detailed operational assessment of current programs along with recommendation on addressing variable and fixed costs of all nursing home related operations including but not limited to:
   a. An analysis on current staffing structure for both clinical and operational support services.
   b. Evaluation of management oversight of operations, including financial, marketing, dining, housekeeping, environmental, resident activity and life, human resource and general services.
   c. Evaluation on clinical systems for effectiveness and efficiency.

e) A rigorous financial analysis of nursing home operations and developed projections for future financial performance under alternative scenarios.

f) Develop a set of financial, clinical and operational benchmarks for ongoing performance evaluation.

g) Determine short and long-range market needs in order to determine appropriate facility size to best meet the local market while maximizing operational efficiencies to the extent possible. If unable to operate at peak efficiency within the existing facility, and after careful review of the recent nursing home remodeling project plan, suggest recommendations for alternatives to the existing building or operations. This would include the impact of potential changes in reimbursement and health care reform. Including a ‘big-picture’ financial forecasting with pro-forma budgets going out 5 years or more that show the effects of related recommendations on such areas as:

(i) the physical plant
(ii) ownership or county management changes
(iii) Facility, operational changes (staffing, etc.)
(iv) Medicaid and/or Medicare reimbursement changes, tax levy or IGT program changes
(v) Wage, and benefits changes related to local market conditions
(vi) Staffing Configurations and/or physical layout to ensure most efficient operation

h) Determine if there are any other significant areas of facility operations needing change or re-direction, e.g., departments, processes, procedures, policies, quality assurance processes, vendor relations, etc.
i) An analysis of governance and oversight including the management agreement with North Central Health Care, make recommendations for the same.

j) A final operational assessment and strategic plan document that summarizes the input gained from stakeholders, the decisions made in the process, and a clear roadmap for future operations and capital spending that will serve as the basis for the development of annual operational plans and clear indicators to measure outcomes for the Marathon County Board to take success.

k) Attend County Committee meetings as needed to present findings and recommendations. The selected consultant may need to attend up to two (2) County Board Meetings and up to six (6) County Committee meetings.

7. REPORT AND CORRESPONDENCE DISSEMINATION

Reports of methodology, analysis, findings and fiscal activities will be required for the purpose of documenting the satisfactory meeting of proposal objectives.

8. TIMELINE

January 30, 2017: Request for proposal released
February 17, 2017: Clarification questions due
February 24, 2017: Responses to questions delivered to proposers
March 3, 2017: Deadline for submission of proposals
Week of March 13, 2017: Review of proposals by selection committee
Week of March 20, 2017: Interviews with selected vendors
March 27, 2017: Final decision on selected vendor
March 31, 2017: Begin assessment and planning process

9. SELECTION OF VENDOR

The selection committee may consist of the following people:

- Brad Karger, County Administrator
- Chair of the NCHC Nursing Home Operations Committee
- Chair of the Marathon County Mount View Care Center Committee
- Michael Loy, NCHC Interim CEO
- Kim Gochanour, NCHC Nursing Home Operations Executive and MVCC Administrator
10. SUBMITTAL OF PROPOSALS

All proposals must be submitted in a sealed envelope clearly labeled, “Nursing Home RFP”. Submit ten (10) copies of your proposal(s) to:

Kim Gochanour, Nursing Home Administrator  
Nursing Home Administration Office  
Mount View Care Center  
2400 Marshall Street  
Wausau, WI 54403

Proposals may be mailed or hand delivered; however, only those received in the Nursing Home Administration Office by 3:00 p.m. on March 3, 2017, will be considered under this solicitation. Applications received after this time and date will not be accepted. Deposit in the mail is not sufficient. All proposals will be opened at 3:00 p.m. on March 10, 2017 in the Nursing Home Administration Office, 2400 Marshall Street, Wausau, WI 54403.

11. AWARD OF CONTRACT

Factors considered by the evaluation committee will be:

- Vendor’s ability to meet all the needs indicated in the RFP: 50%
- Vendor’s past experience in performing similar projects: 20%
- Overall cost: 20%
- Quality and content of proposal: 10%

12. MARATHON COUNTY PROCUREMENT POLICY

All aspects of this Request for Proposals will be in accordance with the Marathon County Procurement Policy, Sections 3.01 through 3.16 of the General Code of the County of Marathon. A copy of the Procurement policy is available at the office of the Marathon County Clerk, Marathon County Courthouse, 500 Forest Street, Wausau, Wisconsin 54403 and on the Marathon County website www.co.marathon.wi.us The following are excerpts from the Marathon County Procurement Policy:

A. Public Announcement and Selection Process
   It is the policy of Marathon County to publicly announce all requirements for Consultant services and to negotiate such contracts on the basis of demonstrated competence and qualifications and past performance with existing contracts as determined in prequalifying procedures. In the procurement of Consultant services, Marathon County shall request firms to submit a statement of qualifications and performance data. All information submitted in response to the Request for Proposals shall constitute a Public Record upon award of this contract.

B. Termination Of Contract
   The County may, for its convenience, terminate this contract at any time by a notice in writing from the County to ______ by certified mail. If the Contract is terminated by the County as provided herein, ________ shall be paid an amount which bears the same ratio to the total
compensation as the services actually performed bear to the total services of ______ covered by this Contract, unless payments of compensation have previously been made.

C. **Change Orders**
The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent the County from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by ______ hereunder, nor to cancel any of the services not performed at the time notice is given to ______ of the cancellation of such services or portion of the work to be performed hereunder.

D. **Gratuities And Kickbacks**
It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

E. **Non-Appropriation Of Funds**
Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the County to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to ______.

F. **Hold Harmless**
_______ hereby agrees to release, indemnify, defend, and hold harmless Marathon County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

G. **Americans With Disabilities Act Compliance**
In connection with the performance of work under this contract, ________ agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. ________ is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. ________ is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. ________ shall provide a similar notice to all its subcontractors.

H. Insurance Requirements

______ shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall ______ allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

(a) **Worker’s Compensation Insurance.** ________ shall obtain and maintain throughout the duration of this contract statutory Worker’s Compensation insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, ________ shall require the subcontractor similarly to provide statutory Workers’ Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by _____.

(b) **General Liability, Professional Liability and Property Damage Insurance.** ________ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by ______, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- **Comprehensive General Liability** $1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
- **Professional Liability Coverage,** $1,000,000 per occurrence and in aggregate.
- **Automobile Liability** $1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- **Excess Liability Coverage,** $1,000,000 over the General Liability and Automobile Liability Coverages.
- **If aircraft are used in conjunction with this project,** $2,000,000 per occurrence and in aggregate for bodily injury and property damage.
I. **Proof Of Insurance**

_________ shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that _______ meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. **Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project.** The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

J. **Dispute Resolution**

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

K. **Non-Debarment Clause**

_________ hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. __________ further agrees and certifies that this clause shall be included in any subcontract of this contract.

L. **Statement Of Compliance**

Vendor has carefully reviewed Marathon County’s required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements. **This contract language is incorporated herein by specific reference as if set forth in full.** Any statements set forth in this contract
document that conflict with Marathon County's contract language are superseded by Marathon County's required contract language.

M. Notice Regarding Wisconsin Open Records Law

__________________________ understands and agrees that Marathon County is a political subdivision of the State of Wisconsin and as such, it is subject to the open records law. ________________ specifically agrees to clearly identify any proprietary information containing financial or other information it does not wish disclosed by Marathon County pursuant to an open records request at all times during the course of this agreement.

The following is a new contract term that I would like added to Marathon County's standard contract language:

Notice Regarding Wisconsin Public Records Law. Consultant/Contractor understands and agrees that Marathon County is a political subdivision of the State of Wisconsin. As such, Marathon County is subject to the Wisconsin "Public Records Law." Consultant/Contractor agrees to clearly identify any confidential or proprietary information it does not wish disclosed by Marathon County pursuant to public records requests at all times during the course of this Agreement, or thereafter. In the event Marathon County becomes involved in litigation due to a refusal to release information identified as confidential or proprietary by Consultant/Contractor, Consultant/Contractor agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

N. Independent Contractor Status

The relationship of the Contractor to Marathon County shall be that of an independent contractor and the Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. Nothing in this agreement shall be construed so as to deem the Contractor, its employees or agents; 1) As employees of Marathon County; 2) As carrying out the functions of Marathon County; or 3) As effectively acting as or in place of Marathon County. The Contractor has no authority to incur any obligation for or on behalf of Marathon County. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor.