



Request for Proposals

Hospice Services

For:
Lakeland Health Care Center

Request Issued:	July 13, 2017	
Questions Due:	July 26, 2017	3:30 pm
Proposals Due:	August 9, 2017	1:00 pm

Please note that all Notifications, Releases and Amendments associated with this solicitation will be posted on Demandstar by Onvia at: www.demandstar.com

Walworth County will make no attempt to contact vendors with updated information. It is the responsibility of each vendor to periodically check the website for any and all notifications, releases and amendments associated with this solicitation.

BUYER: Cynthia M. Matz, Buyer
PHONE: 262 741 7266
FAX: 262 741 3195
EMAIL: cmatz@co.walworth.wi.us

Walworth County
Dept. of Public Works
Purchasing Division
W4097 County Road NN
Elkhorn, WI 53121
www.walworth.co.wi.us

TABLE OF CONTENTS

Contents

INVITATION.....	3
PROPOSAL SUBMITTAL.....	3
INQUIRIES	3
BACKGROUND	4
SPECIFICATIONS.....	4
General	4
Routine Residential Hospice Care and Respite Care	5
Lakeland Health Care Center Requirements	6
Hospice Admission Criteria.....	6
Quality Assurance.....	7
EXCLUSIONS FROM MEDICARE, MEDICAID OR OTHER FEDERAL PROGRAMS.....	7
REPORTING OF MISTREATMENT / ABUSE	8
CONTRACTUAL REQUIREMENTS	8
VENDOR SELECTION	8
PROPOSAL CONTENT.....	8
EXHIBITS	10
EXHIBIT A: INSURANCE REQUIREMENTS	10
EXHIBIT B: SAMPLE CONTRACT.....	11
EXHIBIT C: BUSINESS ASSOCIATE ADDENDUM.....	14
EXHIBIT D: TERMS & CONDITIONS	19
EXHIBIT E: CERTIFICATE OF COMPLIANCE	23
EXHIBIT F: REFERENCES.....	26
EXHIBIT G: QUESTIONNAIRE	27

INVITATION

PROPOSALS REQUESTED: Formal sealed proposals from qualified Hospice agencies will be received until the Proposal due date indicated on the cover of this document by Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, WI 53121. Shortly after the due date and time, all Proposals will be opened and recorded in the Department of Public Works Conference Room.

The purpose of this solicitation is to provide Hospice Services to the residents of Lakeland Health Care Center. The successful vendor(s) shall provide residential Hospice Services.

PROPOSAL SUBMITTAL

Interested firms shall submit four (4) copies of their sealed Proposal to:

Walworth Co. Dept. of Public Works
Purchasing Division
W4097 County Road NN
Elkhorn, WI 53121

INQUIRIES

Questions regarding this request for Proposal and/or project details should be directed to:

Cynthia M. Matz, Buyer
Walworth Co. Dept. of Public Works
Purchasing Division
W4097 County Road NN
Elkhorn, WI 53121

Phone: (262) 741-7266
Fax: (262) 741-3195
Email: cmatz@co.walworth.wi.us

Questions must be received no later than the due date and time shown on the cover page.

BACKGROUND

The prior contracts were awarded to Aurora, Seasons and St. Croix Hospice (formerly St. Jude). The contract is being rebid at this time to provide a fair opportunity to the Vendor community to do business with Walworth County.

SPECIFICATIONS

All parts, items, details of services or features not specifically mentioned which are regularly furnished to complete this type of work will be furnished at proposed pricing and shall conform in quality, workmanship and service to that usually provided by the practice as specified in this Request for Proposals.

General

- Lakeland Health Care Center is a one-hundred-twenty (120) bed skilled nursing facility owned and operated by Walworth County. Lakeland Health Care Center participates in both the Medicaid and Medicare programs and also accepts private pay residents.
- Routine Residential long term care residents are those that elect to receive hospice services and are accepted by the Hospice provider in accordance with the Hospice admission criteria of this solicitation. Residential Hospice residents shall occupy a long term care bed at Lakeland Health Care Center.
- All confidential health, mental health, drug and alcohol information, or educational information reviewed and collected in connection with the services being provided shall be handled in a manner consistent with the applicable state and federal confidentiality laws.
- Vendor shall make all reasonable efforts to ensure that any data and/or documentation it may become privy to during the course of a contract award shall not be disseminated without the prior permission of Walworth County, and that all confidentiality laws and requirements are complied with.
- Vendor is responsible to comply with all licensing, certification, statutory rules and regulations. All applicable federal, state and local laws, rules and regulations governing this type of service will apply and will be deemed incorporated into this project. These requirements shall be done at vendor's expense, at no expense to the County.
- For any personnel that will be on Walworth County grounds, Vendor(s) will provide photocopies of each of the Vendor's employee's driver's license (or other acceptable identification) *at least 48 hours prior to* any personnel being allowed on site. The Walworth County Sheriff's Office will use the information to perform a background check on the individuals being assigned to work under the contract. All personnel assigned to work under the contract must pass the background check prior to arriving on Walworth County property.
- Walworth County reserves the right to purchase from a secondary or back-up source to obtain sufficient staff, meet staffing requirements and in the event of the primary sources' inability to supply the full needs of the County. The County reserves the right to add and remove vendors from the approved vendor list, as the County deems necessary.
- Vendors must possess a minimum of three (3) years of verifiable experience in the industry. Experience should include accounts equal or larger in size and scope of this Proposal.
- Proposals shall not be considered from vendors on any federal or State of Wisconsin lists of debarred or suspended contractors.

Routine Residential Hospice Care and Respite Care

- The Hospice care provider, in conjunction with the Medical Director and the patient's attending physician shall develop a Plan of Care for the management and palliation of the resident's terminal illness at the time the eligible resident is admitted to the Hospice program.
- The Hospice care provider shall provide substantially all Hospice Care Services to eligible residents as specified in their Plan of Care. Services are to include physician services, registered nursing services, medical, social services and counseling. All such services shall be provided by the hospice care provider employees and shall not be delegated except during periods of peak patient loads or under extraordinary circumstances.
- The hospice care provider shall provide routing hospice home care services generally made available to those patients otherwise enrolled in the hospice program as routine home care patients.
- The Hospice care provider shall supervise and evaluate hospice services which are provided to eligible residents in accordance with all applicable State and Federal regulations.
- The Hospice care provider shall provide all medical supplies, appliances and drugs and biological, as needed for the palliation and management of eligible resident's terminal illness and related conditions. Drugs and biological may be administered by qualified employees of Lakeland Health Care Center.
- If the needs and conditions of an eligible resident so indicate, the Hospice care provider may change the level of care from Routine Residential Hospice Care to Continuous Care or Respite Care.
- If an eligible resident requires transportation or an ambulance transfer from Lakeland Health Care Center to a hospice inpatient facility, the arrangement for such transportation shall be the responsibility of the Hospice care provider or Lakeland Health Care Center. Fees for transportation and ambulance services shall be the responsibility of the private pay resident, Medicare or Medicaid.
- The Hospice care provider shall be affiliated with a Hospital located in southeast Wisconsin. Vendors shall list all affiliations on Exhibit G.
- If the Plan of Care calls for physician services in addition to those provided by an eligible resident's attending physician, the Hospice care provider shall provide home visits by a Hospice care provider employed physician. Such visits shall be solely related to the management of the eligible resident's terminal illness and are understood as not duplicating or replacing services of the resident's attending physician, which according to Federal law, may continue to be provided and invoiced to Medicare Part B.
- The Hospice care provider shall have support staff available to assist patients and their families with the psycho-social and spiritual needs that arise during the life-threatening illness. The Hospice care provider shall provide bereavement follow-up services under the supervision of a qualified professional to family members up to one (1) year after the eligible resident dies, depending upon the family's needs as assessed by the Plan of Care.
- The Hospice care provider shall provide sufficient orientation and hospice care training to personnel of Lakeland Health Care Center to acquaint them with the Hospice concept and symptom control protocols.
- The Hospice care provider shall conduct an ongoing, comprehensive, integrated self-assessment of the quality and appropriateness of the hospice care service provided to eligible residents. Such quality assurance and utilization review programs shall include the implementation of mechanisms for patient care quality, identifying and resolving problems and make suggestions for the improvement of patient care.

- The Hospice care provider shall establish and maintain a central clinical record for every eligible resident receiving care and services. The record shall include all services furnished under the Plan of Care, including those services provided by Lakeland Health Care Center. Records shall be maintained in accordance with all State, Federal and Medicare laws and regulations. All medical records shall be the sole property of the Hospice care provider.
- The Hospice care provider shall not discontinue or limit care provided to an eligible resident that is a Medicare beneficiary because of the inability to pay for care.
- The Hospice care provider shall provide Lakeland Health Care Center with the following information:
 - Current information documenting the appropriate licensure and credentials of all personnel visiting eligible residents at Lakeland Health Care Center.
 - Current information documenting licensing by the State of Wisconsin and certified by the Federal Government.
 - Access to all records of the Hospice care provider services rendered, subject to patients consent.

Lakeland Health Care Center Requirements

Lakeland Health Care Center shall provide the following services to Hospice patients in accordance with the patient's Plan of Care as developed and amended:

- Make available to the Hospice Care provider a private bed, subject to the availability of beds at Lakeland Health Care Center. Provide routing services as requested by the Hospice Care provider including emergency care, nursing care, physician and other professional services, dietary services, housekeeping services, laboratory services, pharmacy and other ancillary services as appropriate and have oxygen available for Hospice patients as needed.
- Provide each shift with a registered nurse that can provide direct patient care as needed.
- Provide each patient with the treatments, medications and diet as prescribed and to keep them comfortable, clean, groomed and protected from accident, injury and infection.
- Observe, record and report to the appropriate Hospice personnel, the patient's response to treatment and any changes to the patient's condition.
- Provide access and visiting privileges for Hospice patients twenty-four (24) hours a day, three-hundred sixty-five (365) days a year if the death of a patient is imminent.

Hospice Admission Criteria

- The Hospice patient shall have a serious and progressive illness with a life expectancy of six (6) months or less, as determined and certified by the attending physician and Hospice Medical director.
- The Hospice patient shall be under the care of a licensed attending physician credentialed by Lakeland Health Care Center. The Hospice patient's attending physician must approve services of the Hospice care provider and be willing to sign or appoint a representative to sign a death certificate and be willing to discuss the Hospice patient's resuscitation status with the residential Hospice patient, family or legal representative.

- Hospice requires that the family and the physician agree to Hospice care for both competent and incompetent Hospice patients. If there is no family and the Hospice patient is deemed incompetent, the Hospice care provider bears the responsibility to obtain consent for Hospice services for the residential Hospice patient.
- The Hospice patient shall identify a family member or legal representative that agrees to be a primary support care person as well as Durable Power of Attorney if and when needed. Persons without an identified individual will require a specific Plan of Care to be developed at the time of admission to the Hospice program with the Hospice social worker.
- The residential Hospice patient must desire Hospice services and that the focus of care shall be palliative versus curative.
- The residential Hospice patient and family must agree to actively participate in the Plan of Care and sign the consent form for care provided by the Hospice care provider.
- The residential Hospice patient and family must agree that the residential Hospice patient's care shall be provided primarily at Lakeland Health Care Center.
- The physical environment and equipment at Lakeland Health Care Center shall be deemed adequate for safe and effective care.

Quality Assurance

The Hospice Service provider(s) will be required to develop and maintain a documented quality assurance program which shall specifically include detail regarding:

- Training, educational and technical support services,
- Accurate inventory, product usage and product accountability,
- A self-assessment of the provider's ability to maintain sufficient inventory levels as demand changes,
- Procedures documenting the inspection, operation, maintenance and cleanliness of the equipment and supplies provided by the Hospice services provider,
- Conformance to regulations regarding Hospice Services at Lakeland Health Care Center as mandated by any oversight agency,
- Other factors that may affect the total quality of service,
- Attendance and participation on Lakeland Health Care's Quality Improvement and Assessment Committee, and
- Attendance and participation, as appropriate, at the resident's care plan meeting(s).

EXCLUSIONS FROM MEDICARE, MEDICAID OR OTHER FEDERAL PROGRAMS

The contractor must conduct periodic screening to ensure their employees have not been excluded from Medicare, Medicaid or other federal programs. The effect of Office of Inspector General (OIG) exclusion is that no federal health care program payment may be made for any items or services furnished (1) by an excluded person or (2) at the medical direction or on the prescription of an excluded person. The vendor must maintain screening documentation and provide it to Lakeland Health Care Center, upon request.

REPORTING OF MISTREATMENT / ABUSE

The vendor must report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of resident property immediately to the nursing home administrator or designee.

CONTRACTUAL REQUIREMENTS

The intent of this proposal is to award the project to the responsive/responsible qualified vendor(s) providing the lowest cost for all items included in this proposal as a whole project. Walworth County reserves the right to split up award if it is in the best interest of Walworth County.

A sample copy of Walworth County's standard Agreement is included in the attachments.

The anticipated start date of the contract is October 1, 2017. The term of the contract will be for one (1) year with four (4) additional one (1) year options to extend the contract under the same terms and conditions, upon mutual agreement of the awarded Vendor and Walworth County.

VENDOR SELECTION

The Vendor(s) will be selected based upon the apparent qualifications of the Vendor(s) and the availability of its staff to complete the work to achieve the County's deadlines. Vendor(s) may be asked to provide additional information.

Proposals will be reviewed by an Evaluation Committee and scored on the following criteria:

RESPONSIVE: Completeness of the Proposal (0-25 points)

- Provided the following items:
 - Exhibit E: Certificate of Compliance form
 - Exhibit F: Project-relevant references
 - Exhibit G: Complete responses to questions on the Questionnaire

RESPONSIBLE: Ability to meet Walworth County needs (0-75 points)

- Clearly understands the requirements
- Ability to meet the minimum requirements
- Do any of the exceptions listed hinder the Vendor's ability to perform all the requirements?
- References include companies of similar size and requirements (Exhibit F)
- Ability of vendor to provide satisfactory services
- Answers provided to Questionnaire (Exhibit G) address the County's concerns and requirements.

PROPOSAL CONTENT

Proposals should include the following information:

- Exhibit E: Certificate of Compliance - Complete, sign and return the Certificate of Compliance.

- Exhibit F: References – Please list public sector clients for whom you have performed similar work in the past five years. For each project referenced, include name, address and phone number of a person who can be contacted regarding the project.
- Exhibit G: Questionnaire – Provide complete answers to the questions.

EXHIBITS

EXHIBIT A: INSURANCE REQUIREMENTS

- I. Supplier shall furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State. Supplier shall require sub supplier (if applicable) to furnish identical Certificates of Insurance to Walworth County prior to contract taking effect. The County reserves the right to require higher or lower limits where warranted.
 - a. **Workers Compensation and Employers' Liability** - Worker's Compensation statutory - in compliance with the Compensation law have the State and Employers' Liability insurance with a limit not less than \$ 100,000 each accident.
 - b. **Comprehensive or Commercial General Liability** with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 if aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but is not limited to, the following coverage:
 - Premises - Operations
 - Products and Completed Operations
 - Broad Form Property Damage
 - Contractual
 - Personal Injury
 - c. **Professional Liability** with a minimum limit of \$1,000,000 per injury/\$1,000,000 aggregate.
 - d. **Automobile Liability** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- II. The certificate shall list the **Certificate Holder and address as follows:** Walworth County, Attn: Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, Wisconsin 53121.
- III. Such insurance shall include under the **General Liability and Automobile Liability Policies** Walworth County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"

EXHIBIT B: SAMPLE CONTRACT

THIS AGREEMENT (the “Agreement”) is made and entered into as of (date), by and between Walworth County, a municipal corporation (the County) and (Vendor Name), a (Corporation) with a federal employer identification number of (____), an address of __, and telephone number of (Phone).

WHEREAS, (Vendor Name) is a (type of company) licensed to practice in the State of Wisconsin, and possesses considerable experience in (services);

WHEREAS, Walworth County is interested in obtaining the (services) to complete (tasks being performed) for the year (year);

NOW, THEREFORE, in consideration of the promises, terms and conditions hereof, the County and (Vendor Name) agree as follows:

1. **Term:** The term of this agreement shall be __, 2017 through __.
2. **Services:** At the request of the Walworth County (Department Head) or his/her designee, (Vendor Name) will (tasks to be performed) for (services required) pursuant to:
 - Exhibit A – Walworth County Purchase Order
 - Exhibit B – Walworth County Request for Proposal
 - Exhibit C – Response to the Request for Proposal from (Vendor Name)

(Vendor Name) will have sole and exclusive control over the manner and means by which the services are provided.

3. **Professional Status:** (Vendor Name) shall remain licensed to practice as a (services) firm in Wisconsin during the term of this Agreement. (Vendor Name) shall keep in force liability insurance to insure himself for any malpractice, injury or damage to persons or property that may be caused by (Vendor Name) in the performance of his/her obligations under this agreement.
4. **Warranty:** (Vendor Name) warrants that the services provided shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered and that any materials, equipment and goods furnished shall be free of defects. All services provided under this Agreement shall conform in all respects to all specifications and be fit for the particular purpose intended by County.
5. **Declaration of Independent Contractor:** (Vendor Name) declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement. (Vendor Name) declares that it holds itself out to perform the same or similar services to all members of the community and has performed said services for entities other than County. (Vendor Name) shall be considered in all respects as an independent contractor.

6. Taxes: (Vendor Name) understands that s/he is responsible for all applicable taxes. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by County on behalf of (Vendor Name) or any employees of (Vendor Name). (Vendor Name) shall provide the Walworth County Department of Finance with a federal employer identification or social security number to allow for proper reporting to federal tax authorities.
7. Benefits: (Vendor Name) understands that there are no health, dental, retirement or other benefits offered by the County with respect to the services provided pursuant to this agreement.
8. Fees: (Vendor Name) shall be paid \$__ for the services provided pursuant to this Agreement.
9. Termination: This Agreement may be terminated either with or without cause, as set forth below, upon the giving of written notice for termination.

a) *Termination with cause.* With reasonable cause, either party may terminate this Agreement immediately. Reasonable cause shall include:

(i) Material violation of this Agreement.

(ii) Any act exposing the other party to liability to others for personal injury or property damage.

b) *Termination without cause.* Upon thirty (30) days' notice, either party may terminate this Agreement for any reason.

10. Dispute Resolution: Any disputes under this Agreement or related to this Agreement shall be resolved in accordance with the laws of the State of Wisconsin.

11. Indemnification: (Vendor Name) agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all liability including claims, demands, damages and expenses of every kind including damage to persons or property arising out of or in connection with, or occurring during the course of this agreement where such liability grows out of acts or omissions of any agent or employee of (Vendor Name).

12. Notices: Any Notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed as follows:

If to the County: Walworth County (Department)
 (Department Address)
 Elkhorn, Wisconsin 53121

With a copy to: David A. Bretl, County Administrator

If to Vendor:
 (Vendor Name)
 (Address)

Either party may change its address by giving notice thereof in accordance with the terms of this paragraph.

13. General Provisions:

- a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- b) Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.
- c) Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto.
- d) Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements or/and understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by Walworth County and (Vendor Name).
- e) Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. A facsimile signature will have the same legally binding effect as an original signature.

14. Other:

County reserves the right to terminate this agreement at the end of any calendar year if the County Board of Supervisors fails to provide funding for any ensuing year.

EXHIBIT C: BUSINESS ASSOCIATE ADDENDUM

This Addendum is incorporated into the Agreement by and between Walworth County Department of Health and Human Services a "Covered Entity" (Herein after called Purchaser), and (Vendor Name) a "Business Associate" (Herein after called "Provider") In the event of conflicting terms or conditions, whichever is more restrictive shall apply.

RECITAL

This Addendum is intended to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations. This document reflects the breach notification regulations issued August 24, 2009 and interpretation of the provisions in the HITECH Act of the American Recovery and Reinvestment Act.

AGREEMENTS

1. Coverage of Purchaser's Activities on Provider's Behalf Under HIPAA.
 - (a) Except as set forth in subsection 1(b) of this section, Purchaser and Provider acknowledge that Provider may be considered a Business Associate of Purchaser due to the provision of qualifying services to Purchaser under this Agreement. Provider agrees to comply with requirements applicable to Business Associates as set forth below with respect to its activities under this Agreement.
 - (b) If there are changes or clarifications to the HIPAA statute, regulations or guidance issued by the U.S. Department of Health and Human Services such that Provider is no longer deemed to be a "Business Associate", then Provider shall not be required to comply with this Addendum.
2. Definitions. Capitalized terms used in this Addendum shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations, and ARRA/HITECH Title XIII Section 13400; § 164.402.
3. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, Provider may use or disclose PHI & EPHI to perform functions, activities, or services for, or on behalf of, Purchaser as specified in the Service Agreement, only to the extent necessary to satisfy Provider's obligations under this agreement.
4. Use of PHI & EPHI for Certain Provider Operations. Provider may use or disclose PHI & EPHI it creates or receives for or from Purchaser only to the extent necessary for Provider's proper management and administration or to carry out Provider's legal responsibilities, or if:
 - (a) The disclosure is required by law; or
 - (b) Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider shall disclose such PHI & EPHI that such person or organization shall:

- (i) hold such PHI & EPHI in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - (ii) notify Provider (who shall in turn promptly notify Purchaser) of any instance of which the person or organization becomes aware that the confidentiality of such PHI & EPHI was breached.
 - (iii) except as otherwise limited in this Addendum, Provider may use PHI & EPHI to provide Data Aggregation services to Purchaser as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (iv) Provider may use PHI & EPHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502 (j) (1).
5. Health Information Safeguards. Provider shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI and EPHI received from or on behalf of Purchaser and shall comply with the Privacy and Security provisions of HIPAA as they apply to Provider.
6. Electronic Health Information Security and Integrity. Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Purchaser pertaining to an Individual. Provider shall document and keep these security measures current.
7. Protection of Exchanged Information in Electronic Transactions. If Provider conducts any Standard Transaction for or on behalf of Provider, Provider shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Provider shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Provider that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Obligations and Activities of Provider.
- (a) Provider agrees to not use or disclose PHI & EPHI other than as permitted or required by the Addendum or as Required by Law.
 - (b) Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI & EPHI other than as provided for by this Addendum.
 - (c) Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI & EPHI by Provider in violation of the requirements of this Addendum.
 - (d) Provider shall report to Purchaser any use or disclosure of PHI & EPHI not authorized by this Addendum. Provider shall make the report to Purchaser's Privacy Official, not less than one business day after Provider learns of such unauthorized use or disclosure.

- (e) If Provider provides any PHI & EPHI which was received from, or created for, Purchaser to a subcontractor or agent, then Provider shall require such subcontractor or agent to agree by a written contract to the same restrictions and conditions as are imposed on Provider by this Agreement.
- (f) Provider agrees to provide access, inspect or copy PHI & EPHI in Provider's custody or control that pertains to such Individual as required by 45 CFR §164.524.
- (g) Provider shall, upon receipt of notice from Purchaser, promptly amend or correct PHI & EPHI received from or on behalf of Purchaser.
- (h) Provider shall make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI & EPHI received from or on behalf of, or created for, Purchaser available to Purchaser, or at the request of Purchaser, to HHS or its designee for the purpose of determining Purchaser's compliance with provisions of Title 45, Parts 160 and 164 of the CFR. Provider shall promptly notify Purchaser of communications with HHS regarding PHI & EPHI provided by or created by Purchaser and shall provide Purchaser with copies of any information Provider has made available to HHS under this provision.
- (i) Provider agrees to document and to provide Purchaser with a list of those disclosures of PHI & EPHI made by Provider or its subcontractors or agents for which Purchaser is required to account, pursuant to 45 CFR 164.528. Provider agrees to provide to Purchaser information collected to permit Purchaser to respond to a request by an Individual for an accounting of disclosures of PHI & EPHI in accordance with 45 CFR 528. Provider will make a log of disclosure information available to Purchaser within five (5) business days of Purchaser's request.

9. Obligations and Activities of Purchaser.

- (a) Purchaser shall notify Provider of any limitation(s) in its notice of privacy practices of Purchaser, to the extent that such limitation may affect Provider's use or disclosure of PHI & EPHI.
- (b) Purchaser shall notify Provider of any changes in, or revocation of, permission by Individual to use or disclose PHI & EPHI, to the extent that such changes may affect Provider's use or disclosure of PHI & EPHI.
- (c) Purchaser shall notify Provider of any restrictions to the use or disclosure of PHI & EPHI that Purchaser has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Provider's use or disclosure of PHI & EPHI.
- (d) Purchaser shall not request Provider to use or disclose PHI & EPHI in any manner that would not be permissible under the Privacy Rule if done by Purchaser.

10. Reporting of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI (occurrence):

Business Associate shall report to Covered Entity including those occurrences reported to Business Associate by its subcontractors or agents, a discovery of breach or any use or disclosure of PHI which is not in compliance with the terms of this Addendum. An occurrence of PHI shall be treated as "discovered" as of the first day on which such occurrence is known to the business associate, or, by exercising reasonable diligence would have been known to the business associate.

- (a) The Business Associate shall provide notice to the Covered Entity of the occurrence. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such occurrence.

(b) Investigation of Occurrence. Within one business day of the discovery, the Business Associate shall notify the Covered Entity's Privacy Officer. The Business Associate shall immediately conduct an investigation and report in writing within 60 days the following information:

- (i) Each individual who's PHI has been or is reasonably believed to have been accessed, acquired, or disclose during the occurrence.
- (ii) A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.
- (iii) A description of the types of protected health information that were involved in the occurrence (such as full name, social security number, date of birth, home address, account number, etc.).
- (iv) A brief description of what the Business Associate is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.
- (v) The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence, and
- (vi) A corrective action plan that includes the steps the Business Associate has taken or shall take to prevent future similar occurrences.

(c) Notification to Individuals. At the Covered Entity's option, the Business Associate will be responsible for notifying individuals of the occurrence when the Covered Entity requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, including but not limited to credit monitoring. The Business Associate must obtain the Covered Entity's approval of the time, manner and content of any such notifications, provide the Covered Entity with copies of the notifications, and provide the notifications within sixty (60) days after discovery of the breach. The Business Associate shall have the burden of demonstrating to the Covered Entity that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification requirement to affected individuals after the discovery of the breach by the Covered Entity or Business Associate.

11. Mitigating Effect of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a misuse or unauthorized disclosure of PHI by Business Associate in violation of the requirements of this Addendum. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI, including complying with a reasonable Corrective Action Plan.

12. Term and Termination.

- (a) Except as set forth in Subsection 10(b), upon termination, cancellation, expiration or other conclusion of this Agreement, Provider, if feasible, shall return to Purchaser or destroy all PHI and all Health Information, in whatever form or medium (including in any electronic media under Provider's custody or control), that Provider received from or on behalf of Provider, including any copies of and any Health Information or compilations derived from and allowing identification of such PHI or such Health Information. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Provider. Provider shall complete such return or destruction as promptly as

possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, Provider shall certify on oath in writing to Purchaser that such return or destruction has been completed or, if return or destruction is not feasible written justification explaining why such PHI could not be returned or destroyed.

(b) Section 10(a) shall not apply to any PHI, EPHI and Health Information that Provider is required to retain in its business capacity, including but not limited to treatment records and billing records that Provider must retain pursuant to state laws and regulations. To the extent possible, this Subsection 10(b) shall constitute written justification explaining why such PHI cannot be returned or destroyed. Provider shall provide additional written justification upon the request of Purchaser at the termination of the Agreement.

13. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with regard to any obligations for Providers under HIPAA, this Agreement shall automatically amend so that the obligations imposed on Provider remain in compliance with such regulations.

14. Survival. The respective rights and obligations of Provider under this Addendum to protect PHI & EPHI shall survive any termination, cancellation, expiration or other conclusion of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of each of PURCHASER and the PROVIDER have executed this BAA as of the Effective Date.

EXHIBIT D: TERMS & CONDITIONS

All contracts are subject to Walworth County's Standard Terms & Conditions, as well as the terms and conditions below. The Standard Terms & Conditions can be found on Walworth County's website: <http://www.co.walworth.wi.us/> > Departments > Purchasing > Standard Terms & Conditions (on the right hand side).

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Vendor(s) are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of any work under this request, the vendor(s) agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., 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 compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the vendor(s) further agree to take affirmative action to ensure equal employment opportunities. Failure to comply with the conditions of this clause may result in the vendor(s) becoming declared an ineligible vendor, termination of the contract, or withholding of payment.

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 bid/proposal. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be liable for injury resulting from any deviation.

ALTERNATES: The specifications in this solicitation are the minimum acceptable. When specific manufacturer and model numbers are use, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number or such other information necessary to establish equivalency. It is the vendor's responsibility to clearly indicate the product being offered and to provide sufficient description literature, catalog cuts and technical detail to establish equivalency. Failure to furnish adequate data for evaluation purposes may result in declaring the offeror non-responsive. Walworth County shall be the sole judge of equivalency.

BACKGROUND CHECKS: Walworth County reserves the right to perform background checks on vendors providing goods and/or services to the County.

COOPERATIVE USE OF CONTRACT: Common purchasing practices in government include cooperative or “piggyback” purchasing among various units of government or municipalities. This agreement may be extended for use by other governmental agencies, at the same prices and/or discounts and terms and conditions. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and with the approval of the seller. Each respective unit of government will place orders, issue purchase orders, dispute contracts, and make payment directly to the seller. Walworth County acts only as the “Contracting Agent”. Walworth County shall incur no financial responsibility in connection with purchase orders or contracts made by vendor with another public agency resulting from this solicitation. Should the vendor not wish for a contract resulting from this solicitation to be used by other public agencies, they have the option to decline at the time of the request.

INQUIRIES/SINGLE POINT OF CONTACT: All communications concerning the solicitation are to be directed to the buyer listed on the solicitation. Unless otherwise noted, questions must be received no later than the date stated in the solicitation. The County shall not be held responsible for information provided by or to any other person. Communications (in writing) will be received between 7:00 am and 3:30 pm, Monday through Friday, except on legal holidays. Violation of this condition may be considered sufficient cause for rejection of a bid/proposal, irrespective of any other considerations.

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to the specifications, terms and conditions, or to the most advantageous proposal submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility. Walworth County reserves the right to award in the aggregate by group or by item.

The successful vendor shall be required to enter into a contract agreement with the County. Any agreement or contract resulting from the acceptance of the offer shall be on forms either supplied by the County or approved by the County.

REFERENCES: Vendors shall provide references of recent clients with similar requirements as specified in the solicitation.

SUBMISSION OF BIDS/PROPOSALS: All offers shall be addressed to Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, WI 53121 or delivered to the Department of Public Works-Purchasing Division in Elkhorn, Wisconsin. Offers must be clearly labeled with vendor name, return address, Bid/Proposal title, date and the name of the primary contact for questions/clarifications. Vendors are required to use Walworth County forms (i.e., offer sheets, price sheets, etc.) late responses will not be accepted, will be returned unopened, and will not be considered. Bids/proposals must be time stamped by Walworth County Purchasing Division on or before the date and time due. Bids/Proposals submitted or time stamped in another office will be rejected. Actual receipt in the office of the Purchasing Division is mandatory. All bids/proposals will be opened and recorded in the Walworth County Department of Public Works conference room located at W4097 County Road NN, Elkhorn, WI 53121.

WARRANTY: Vendor warrants to County that the goods and services provided shall be new, fit for the purpose intended and free from defects. Vendor shall be responsible for enforcement of any applicable manufacturer's warranties. Vendor warrants that any services provided hereunder shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered. All goods and services provided by the vendor shall conform in all respects to all specifications and be fit for the particular purpose intended by the County.

WORK/SITE RULES: Vendor shall comply with all of the Walworth County work/site rules. Vendor shall comply and accept exclusive responsibility for each individual employee while on Walworth County property.

WITHDRAWAL: All bids/proposals shall be valid for a period or ninety days (90) days, unless otherwise specified in the solicitation, after the scheduled date of closing. Vendors may withdraw their bid/proposal in total and only by written request to Walworth County Purchasing prior to the time and date scheduled for the opening of the solicitation.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): The Vendor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 to the extent those regulations apply to the goods and/or services the Vendor provides to the County.

PRICING: Unit prices shown on the bid shall be the price per unit of sale as stated. In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by Walworth County.

QUANTITIES: The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

INSURANCE REQUIREMENTS: Contractor agrees to have and maintain the policies as set forth in Exhibit A. Walworth County reserves the right to add additional coverage and/or higher or lower limits where warranted.

VENDOR SUPPLIED DOCUMENTATION / MATERIALS: All vendor-supplied materials, including the offer, become the property of Walworth County. All material submitted by the vendor in response to the request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in Wisconsin Statute 19.36(5) must be clearly marked as confidential. Walworth County will work with vendor(s) to meet their confidential and proprietary requirements, provided they are within reason. All proprietary information will be handled in accordance to Wisconsin public records law, however, when accepted it is the vendor's responsibility to defend the determination in the event of an appeal or litigation. Pricing will not be held confidential after award.

Data contained in a bid/proposal and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations shall be the property of the County.

TERMS AND CONDITIONS: The Standard Terms and Conditions, as posted on the Walworth County website shall apply to all orders.

GRANT FUNDED PROJECT: A portion, or this entire project, may be subject to Wisconsin and/or General Grant Funding. Provider shall be responsible for ensuring compliance with grant funding requirements. If any of the services performed under any agreement are subcontracted, Provider shall ensure compliance by all subcontractors. Provider must comply with all reporting requirements of any grant as a result of this procurement.

EXHIBIT E: CERTIFICATE OF COMPLIANCE

**Walworth County Purchasing Division
Request for Sealed Proposals
Hospice Services**

This form must be completed in its entirety and submitted with vendor response to acknowledge that vendor meets or exceeds the minimum requirements.

EXHIBIT A: INSURANCE:

Vendor certifies that the company / individual is in compliance with, or is prepared to comply with the insurance requirements. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Walworth County Purchasing Division within five (5) days of notification of award, the County reserves the right to select another vendor.

Acknowledgement of Insurance Requirements _____ (initials)

EXHIBIT B: SAMPLE CONTRACT:

Vendor has received and reviewed the Walworth County Sample Contract.

Acknowledgement of Standard Agreement _____ (initials)

EXHIBIT C: BUSINESS ASSOCIATES ADDENDUM:

Vendor has received and reviewed the Business Associates Addendum.

Acknowledgement of Business Associates Addendum _____ (initials)

EXHIBIT D: STANDARD TERMS AND CONDITIONS:

Vendor has received and reviewed the Walworth County Standard Terms and Conditions.

Acknowledgement of Standard Terms & Conditions _____ (initials)

EXHIBIT E: CERTIFICATE OF COMPLIANCE:

This document has been signed, and the correct number of addenda is indicated on this form.

Acknowledgement of Certificate of Compliance _____ (initials)

EXHIBIT F: REFERENCES:

Vendor has provided project-relevant references.

References Attached _____ (initials)

EXHIBIT G: QUESTIONNAIRE:

Vendor has provided answers to the questions on the Questionnaire.

Answers Attached _____ (initials)

RECEIPT OF ADDENDUM:

Vendor acknowledges receipt and inclusion of Addendum number _____ through _____.

Acknowledgement of Receipt of Addendums _____ (initials)

FORM OF PAYMENT:

Would company accept a Purchasing Card as a form of payment, without any minimums and/or additional fee(s)? _____ **Yes** _____ **No**

PIGGYBACKING:

My Company agrees to furnish the item(s)/service(s) proposed in this proposal to other units of government at the same terms and conditions. _____ **Yes** _____ **No**

DEBARRED CONTRACTORS: Vendor affirms that they are not on any Federal or State of Wisconsin lists of debarred contractors.

Acknowledgement _____ (initials)

EXCEPTIONS:

I hereby certify that all statements herein are made on behalf of:

Name of Company: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email: _____

Signature: _____ Date: _____

Contact Person(s)

Contact person for order placement:

Name: _____ Phone: _____

E-Mail: _____ Fax: _____

Contact person for signature of contract:

Name: _____ Phone: _____

E-Mail: _____ Fax: _____

Contact person for invoices:

Name: _____ Phone: _____

E-Mail: _____ Fax: _____

EXHIBIT F: REFERENCES

Reference 1:

Name of Company/Vendor:	
Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone Number:	
Fax Number:	
Relevant Project Name:	
Year of Service:	

Reference 2:

Name of Company/Vendor:	
Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone Number:	
Fax Number:	
Relevant Project Name:	
Year of Service:	

Reference 3:

Name of Company/Vendor:	
Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone Number:	
Fax Number:	
Relevant Project Name:	
Year of Service:	

EXHIBIT G: QUESTIONNAIRE

A complete narrative explanation must be included for each of the various items below. This is the Vendor's opportunity to explain their understanding of Walworth County's requirements as described in the RFP. Careful consideration will be given to each separate response to gauge the service provider's ability to meet the needs of the County.

1. Briefly describe your agency's history, ownership, organizational structure, location of its management, and licenses/certifications to do business in the State of Wisconsin. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the County and any other person(s) with specialized skills that would be assigned to service the County.

2. Describe how Hospice Services are typically paid for.

3. What does the Hospice admission process involve?

4. Describe how your company will provide pain management to the residents of Lakeland Health Care Center that are under Hospice care.

5. Please list the Hospitals that your agency is currently affiliated with and the length of your affiliation with each hospital:

Name & Address of Hospital:	Number of years of Affiliation:

6. Please list the area physicians that your agency is currently affiliated with and the length of your affiliation with each physician:

Name of Physician:	Number of years of Affiliation:

7. Describe the following with regards to how your staff addresses urinary tract infections in hospice patients:
 - What criteria do you use to determine a urine analysis should be initiated/obtained?
 - Do you wait for the sensitivity results before treating a positive urine culture?
 - What is your procedure for treatment of non-symptomatic urinary tract infections?

8. Provide the proposed method of reimbursement costs to Lakeland Health Care Center for room and board fees provided to Medicaid enrollees. The proposed method must include all services outlined in the Request for Proposal, without additional charges, and shall be firm for the term of the contract.

9. Please provide a list of services that may be unique to your organization. For example: do you provide music therapy, volunteers to be present when the resident may be presenting difficult behaviors, massage therapy, pet therapy, telemonitors, etc.?