

# Dane County Contract Cover Sheet

Revised 01/2022

Res 349  
significant

<b>Dept./Division</b>	Admin/Admin		
<b>Vendor Name</b>	Defyne, LLC	<b>MUNIS #</b>	33557
<b>Brief Contract Title/Description</b>	To provide Ombuds services to county employees		
<b>Contract Term</b>	4/1/2024 to 12/31/2025 + options to renew		
<b>Contract Amount</b>	\$646,391.98		

<b>Contract #</b> Admin will assign	15337
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Nick Bubb	<b>Name</b>	Diana Pastrana
<b>Phone #</b>	608-266-8477	<b>Phone #</b>	608-250-9975
<b>Email</b>	bubb.nicholas@countyofdane.com	<b>Email</b>	diana@defyne.work
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) <b>RFB/RFP #</b> 2023-091
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other



<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	349
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2023

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
	Digitally signed by Nicholas Bubb Date: 2024.02.13 16:32:34 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 2/13/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, February 15, 2024 4:07 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15337  
**Attachments:** 15337.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/15/2024 4:20 PM	Approve: 2/15/2024 4:20 PM
	Patten (Purchasing), Peter		Approve: 2/16/2024 8:06 AM
	Gault, David	Read: 2/16/2024 10:41 AM	Approve: 2/16/2024 10:43 AM
	Stavn, Stephanie	Read: 2/16/2024 9:28 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15337  
Department: Administration  
Vendor: Defyne LLC  
Contract Description: Provide Ombuds Services to County Employees (Res 349)  
Contract Term: 4/1/24 – 12/31/25 (plus 3 options to renew)  
Contract Amount: \$646,391.98

### *Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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**2023 RES-349**

**APPROVING A CONTRACT AND LEASE WITH DEFYNE, LLC TO OFFER OMBUDS SERVICES TO COUNTY EMPLOYEES**

The 2023 Annual Budget included funding for the County to obtain Ombuds services for all employees. In August 2023, the Department of Administration released a Request for Proposals (2023-RFP-091-PR) for Ombuds Services. Defyne, LLC was chosen as the winning bidder from that process and a contract has been negotiated with Defyne, LLC. The contract also contains exclusive use of a small office space in the City-County, the terms of that use are established in a lease.

The 2023 Budget established that a contract for Ombuds services be deemed significant and require County Board approval. The contract provides for services to be provided over a period of 20 months, with three calendar year renewals that could extend service through 2028. This resolution approves the contract with Defyne, LLC and approves the lease agreement for Defyne, LLC to operate out of the City-County Building.

**THEREFORE, BE IT RESOLVED** that the County Executive and the County Clerk are authorized to execute on the behalf of Dane County a contract with Defyne, LLC, to provide Ombuds services to county employees, with a maximum cost of \$646,391.98

**BE IT FURTHER RESOLVED**, that the County Executive and the County Clerk are authorized to execute a lease for room 208 in the City-County Building to Defyne, LLC, in order for Defyne, LLC to offer Ombuds services as described in the contract.

# DANE COUNTY CONTRACT # \_\_\_\_\_

Revised 06/2021



**Department:** Administration  
**Provider:** Defyne, LLC  
**Expiration Date:** 12/31/25 (with a renewal option of another 3 years)  
**Maximum Cost:** \$646,391.98

**Registered Agent (if applicable):** Diana R Pastrana  
**Registered Agent Address:** 947 E Johnson St, Unit 2,  
Madison, WI, 53703

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Defyne, LLC (hereafter, "PROVIDER"),

## WITNESSETH:

**WHEREAS** COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Madison, WI 53703 desires to purchase services from PROVIDER for the purpose of providing Ombuds services; and

**WHEREAS** PROVIDER, whose address is 947 E Johnson Street Unit 2, Madison, WI, 53703, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of April 1, 2024 and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. COUNTY shall have the option to renew the Agreement for an additional term of three (3) years ending on 12/31/2028 ("RENEWAL EXPIRATION DATE") upon providing written notification to PROVIDER within thirty (30) days of the EXPIRATION DATE. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE or the RENEWAL EXPIRATION DATE if the option to renew is exercised. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE or RENEWAL EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to COVID-19. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.
  4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER and prepared for the COUNTY's use under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE & INDEMNIFICATION:**

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the

subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

4. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.



**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings  
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process  
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

- C. Notice Requirement  
PROVIDER shall post the following statement in a prominent place visible to employees:  
“As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”

**XIII. CONTROLLING LAW AND VENUE:**

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

**XIV. FINANCIAL INTEREST PROHIBITED:**

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

**XV. LIMITATION OF AGREEMENT:**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**XVI. ENTIRE AGREEMENT:**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

**XVII. COUNTERPARTS:**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. COPIES VALID:**

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**XX. REGISTERED AGENT:**

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her

address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

**XXI. DEBARMENT:**

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

**XXII. EXECUTION:**

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**



02/08/2024

**\*NAME\*** Diana R Pastrana  
**\*TITLE\*** Registered Agent, Defyne, LLC

Date

\* \* \*

**FOR COUNTY:**

Joseph T. Parisi  
Dane County Executive

Date

Scott McDonell  
Dane County Clerk

Date

# **SCHEDULE A**

## **Scope of Services**

- 1.0 Creating the Ombuds Office
  - 1.1 PROVIDER shall work with COUNTY to establish the Dane County Ombuds Office. This office shall serve as an informal, independent, and neutral resource for employees to discuss work related concerns related to the navigation of county programs and county processes. The PROVIDER shall assist employees in understanding and assessing the following:
    - 1.1.1 Options and resources related to concerns about workplace conduct
    - 1.1.2 Complaints related to the processes set forth in the civil service ordinance, Administrative Practices Manual, Employee Benefit Handbook, and Subchapter 1 of Chapter 19 of the Dane County Ordinances.
  - 1.2 The Dane County Ombuds Office will be developed using four guiding principles:
    - 1.2.1 Impartiality. PROVIDER functions as an impartial, neutral, and unbiased resource. The Ombuds has no personal interest in, and no gain or loss from, the outcome of a matter. PROVIDER shall decline involvement in a matter when PROVIDER perceives they have a real or perceived conflict of interest.
    - 1.2.2 Informality. The Ombuds is an informal and off-the-record resource. The Ombuds does not make business or policy decisions, adjudicate issues, participate in disciplinary or grievance processes, or conduct formal investigations for COUNTY. Consultation with the Ombuds office is not a required first step for any of the aforementioned processes.
    - 1.2.3 Independence. PROVIDER operates independent of COUNTY staff and reporting structures. PROVIDER operates without influence from other functions or entities within the organization.
    - 1.2.4 Confidentiality. The Ombuds service relies on the anonymity of employees and the individuals that use the Ombuds services. The terms of the confidential services are specified in Schedule C of the Agreement.
  - 1.3 Initial Document Creation. PROVIDER shall develop the following documents for COUNTY, subject to review and approval by COUNTY:
    - 1.3.1 Ombuds Charter
    - 1.3.2 Frequently Asked Questions Document
    - 1.3.3 Disclosure of Services and Legal Limitations of the Ombuds Office
  - 1.4 COUNTY shall supply PROVIDER appropriate requested documentation including the following: All Employee Benefit Handbooks, Administrative Practices Manual, Union Collective Bargaining Agreements, relevant ordinance chapters, the structure of Dane County Government, description of insurance, key staff contact information, and other documents related to procedures and wellbeing.
- 2.0 Establishment of a Physical and Virtual Offices
  - 2.1 Physical Office – COUNTY shall provide an office space to be used by provider to conduct activities under this agreement. The terms of that use shall be set forth in a lease
  - 2.2 Virtual Office – PROVIDER shall develop a website for employees to book the Ombuds services. The website shall also contain:
    - 2.2.1 An method of conducting virtual ombuds sessions
    - 2.2.2 A phone number and email address in order to request appointments.
- 3.0 Operational Hours
  - 3.1 Drop-in / Office Hours – PROVIDER shall host a minimum of 8 hours and a maximum of 14 hours per week of drop-in office hours, available to employees without a scheduled appointment. PROVIDER shall publish this schedule and make it available to all employees. On a calendar year basis, PROVIDER may close the office for a total not to exceed four weeks. Provider may not close the office for more than 10 consecutive business days.

- 3.2 Scheduled Physical or Virtual Appointments – PROVIDER shall meet with all employees who request an ombuds appointment, whether in person or virtually. Intake appointments will be scheduled for approximately one hour and will be adjusted based upon the needs of the visitor. These scheduled appointments will occur in addition to Drop-in / Office Hours described in 3.1
  - 3.3 Attend Committee Meetings. PROVIDER shall attend all meetings of the Ombuds Oversight committee. PROVIDER shall attend other appropriate committee meetings as necessary to introduce and explain the Ombuds program to employees and stakeholders.
  - 3.4 Training. PROVIDER will provide in person trainings to county employees. These trainings will be at a location provided by COUNTY. Training sessions will be approximately 30 minutes to 1 hour in length. Training topics will be relevant to the status of County Employees and could include: How to access with and engage the Ombuds Office; Conflict Management and Communication tools.;
  - 3.5 Mediation. Upon request of COUNTY, PROVIDER shall provide mediation or group facilitation with willing participants.
- 4.0 Reports
- 4.1 Annual report for Terms 1 and 2. PROVIDER shall prepare an annual report to the Ombuds oversight committee that reflects activity under this agreement. The report reflecting the activity from Term 1 shall be due 60 days after the conclusion of Term 1. The report reflecting the activity from Term 2 shall be due 90 days after the conclusion of Term 2.
  - 4.2 Upon renewal of this agreement, PROVIDER agrees to develop an annual report for each additional term added to this agreement. The report from each additional term shall be due 90 days after the conclusion of the term.
  - 4.3 Status reports. As required by the Ombuds oversight committee, PROVIDER shall provide status updates to the oversight committee.
- 5.0 Employee Directory.
- 5.1 COUNTY Shall provide PROVIDER with access to COUNTY employee directory information. This information may be used for internal outreach by PROVIDER.
- 6.0 Conflict of Interest
- 6.1 Conflict of Interest shall mean any violation of the “Neutrality and Impartiality” clauses of the International Ombudsman (IOA) Standards of Practice, which are attached hereto as Attachment 1, and incorporated herein.
  - 6.2 PROVIDER shall ensure that the services provided under this Agreement will be limited to the Ombuds services described in Schedule A. PROVIDER shall not render any other services or become involved in any matter which would create a Conflict of Interest.
  - 6.3 Because PROVIDER is established as an independent and external function, PROVIDER has no voting power and no authority to make policy, business decisions, or conduct investigations on behalf of COUNTY. PROVIDER is not an agent of COUNTY and cannot act as agent of notice for any claims against COUNTY.
- 7.0 Non Exclusivity
- 7.1 Nothing in this Agreement shall preclude PROVIDER from providing ombuds services to other organizations or entities.
  - 7.2 In the performance of the services described herein, PROVIDER will act solely as an independent contractor, and nothing in this Agreement shall be construed to create the relationship of employer-employee, principal-agent, partnership, or joint venture between COUNTY and PROVIDER.
- 8.0 Non-Legal Disclosure Standard Language:
- 8.1 Nothing in this Agreement shall be construed as the provision of legal services by PROVIDER to COUNTY or its employees. Nothing in this Agreement shall be construed as creating a counselor or attorney-client relationship between PROVIDER and COUNTY or between PROVIDER and any COUNTY employee.

8.2 PROVIDER shall provide notice to COUNTY employees that it is not authorized to provide legal advice and it is the employee's ultimate responsibility to decide what, if any, option to pursue to in order to address a workplace concern.

## SCHEDULE B

### Pricing Structure and Payment

**Invoices/Payment:**

PROVIDER shall issue an invoice on a monthly basis upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY’s receipt of accepted invoice unless otherwise noted in Schedule B.

#	Description	Term Date	Monthly Cost	Total Cost
1	Startup Costs	-	-	\$14,000
2	Term 1	4/1/2024 – 12/31/2024	\$10,416.67	\$93,750.00
3	Term 2	1/1/2025 – 12/31/2025	\$10,729.17	\$128,750.00
4	<b>Total Cost (Startup, Term 1 &amp; Term 2)</b>			\$236,500
5	Term 3 (Renewal)	1/1/2026 – 12/31/2026	\$11,051.04	\$132,612.50
6	Term 4 (Renewal)	1/1/2027 – 12/31/2027	\$11,382.57	\$136,590.88
7	Term 5 (Renewal)	1/1/2028 – 12/31/2028	\$11,724.05	\$140,688.60

**Start-up Costs are identified below**

A total, not to exceed \$14,000, distributed between the following categories:

Furniture/Office Set Up:	\$1,500
Office Supplies/Hardware:	\$750
Website/Software/Email Set Up:	\$8,000
Printing Materials/Internal Marketing Costs/Graphic Design:	\$1,750
Consult on Database Set Up/Initial Launch:	\$2,000



## **SCHEDULE C**

### **1.0 Notice**

- 1.1 Because the Ombuds position is established as an independent and external function, PROVIDER is not an agent or employee of the COUNTY. As such, PROVIDER cannot accept notice of complaint or notice of claim on behalf of the COUNTY. In the event that any member or employee of the COUNTY informs PROVIDER of a potential complaint regarding the COUNTY, PROVIDER shall inform the employee that PROVIDER is not an agent or employee of the COUNTY, that PROVIDER cannot receive a complaint on behalf of the COUNTY, and that all complaints must be submitted according to the COUNTY'S official process to be considered notice to the COUNTY of such complaint.
- 1.2 If a COUNTY employee that uses PROVIDER's services wishes to put COUNTY on notice regarding a specific situation, or wishes for information to be provided to the COUNTY, the PROVIDER will provide that person with information so that the person may put the COUNTY on notice.

### **2.0 Confidentiality**

- 2.1 Because the Ombuds position is established as an independent and external function and because confidentiality is key to the function of the Ombuds position, PROVIDER shall not inform the COUNTY of any COUNTY employee's individual complaint, except to the extent required to by law or upon receiving permission from the COUNTY employee to inform the COUNTY of such complaint.
- 2.2 PROVIDER relies on maintaining the anonymity of the COUNTY employees who use the service and maintaining the confidentiality of the communications between PROVIDER and said employees.
  - 2.2.1 PROVIDER shall not keep records for the COUNTY and shall not create or maintain documents or records for the COUNTY about individual cases. Notes, if any, shall be for PROVIDER's personal use and shall be destroyed at regular intervals and at the conclusion of a matter.
    - 2.2.1.1 PROVIDER agrees that any records created as a result of this Agreement shall be subject to Wisconsin's Open Records Law, and PROVIDER agrees to cooperate with any requests made for such records.
  - 2.2.2 COUNTY shall not require PROVIDER to disclose the identity of any COUNTY employee using PROVIDER's services or the confidential communications between employee and PROVIDER, except as required by law.

# STANDARDS OF PRACTICE

## PREAMBLE

The Standards of Practice are based upon the fundamental principles and core values stated in the International Ombuds Association (IOA) Code of Ethics. These principles are independence, impartiality, informality, and confidentiality. They describe the essential elements and requirements for operating a sound ombuds program. The core values emphasize the professional qualities underlying ombuds work. The principles and core values guide the Ombuds<sup>1</sup> in fulfilling responsibilities such as assisting individuals at all levels of the organization; resolving conflict; facilitating communication; and assisting the organization by surfacing issues, and through feedback on emerging or systemic concerns. These can be applied in different settings and jurisdictions.

In combination with the core values embedded in the Code of Ethics, these Standards of Practice form the foundation necessary for the unique and valuable role of an Ombuds in the sponsoring organization.

## 1. GENERAL PRACTICE STANDARDS

- 1.1 The Ombuds is an independent, impartial, informal, and confidential resource for an organization. Compliance with these Standards of Practice is essential for any Ombuds program.
- 1.2 The Ombuds assists people through voluntary consultation and provides information, guidance, and assistance in developing options to address their concerns. When possible, the Ombuds facilitates outcomes that build trust, enhance relationships, and improve communication within the organization.
- 1.3 The Ombuds assists the organization by identifying procedural irregularities and systemic problems. This may include identifying emerging trends, policy gaps, and patterns of problematic behavior in ways that do not disclose confidential communications or information. The Ombuds may provide general recommendations to the organization for addressing these concerns.
- 1.4 Each Ombuds program shall have a charter, terms of reference, or a detailed program description approved by executive leadership of the organization that complies with the provisions of the IOA Code of Ethics and Standards of Practice and that articulates the basis on which the Ombuds operates.
- 1.5 The Ombuds keeps professionally current through relevant continuing education, and provides opportunities for Ombuds' staff professional development.

## 2. INDEPENDENCE

- 2.1 The Ombuds is independent in appearance, purpose, practice, and decision-making. The Ombuds operates independently of line and staff reporting structures and without influence from other functions or entities within the organization.
- 2.2 The Ombuds program reports to the highest authority possible within the organization. In executing the Ombuds' roles and responsibilities, the Ombuds does not report programmatically to any function that affects, or is perceived as affecting, the Ombuds' independence.
- 2.3 The Ombuds holds no other position that compromises, or could be reasonably perceived as compromising, the Ombuds' independence. If the Ombuds has non-ombuds duties, those duties must not interfere with their ombuds duties. The Ombuds must clearly communicate when they are and are not acting as the Ombuds.
- 2.4 The Ombuds has the authority to select Ombuds program staff and to manage the Ombuds program budget and operations without undue external influence or limitations. However, the Ombuds has no formal policy-making, enforcement, or disciplinary role except internally within the Ombuds program.
- 2.5 The Ombuds has sole discretion over whether or how to engage regarding individual, group, or systemic concerns. Acting on their own initiative, an Ombuds may bring a concern to the attention of appropriate individuals.
- 2.6 The Ombuds has access to relevant individuals and information within the organization as necessary to fulfill their informal role and as permitted by law.

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<sup>1</sup> The term "Ombuds" includes all applicable nomenclature in use for an organizational ombudsperson.

### 3. IMPARTIALITY

- 3.1 The Ombuds functions as an impartial, neutral, and unbiased resource.
- 3.2 The Ombuds has no personal interest in, and incurs no gain or loss from, the outcome of a matter. The Ombuds declines involvement when the Ombuds determines that they may have a real or perceived conflict of interest.
- 3.3 The Ombuds fairly and objectively considers issues and people who may be affected. The Ombuds promotes equitably administered processes but does not advocate on behalf of anyone.
- 3.4 The Ombuds facilitates communication, dialogue, and collaborative problem-solving and helps identify a range of reasonable options to surface or resolve issues or concerns.

### 4. INFORMALITY

- 4.1 The Ombuds is an informal and off-the-record resource. The Ombuds does not make business or policy decisions, adjudicate issues, participate in disciplinary or grievance processes, or conduct formal investigations for the organization.
- 4.2 Consultation with the Ombuds is not a required step in any formal disciplinary process or grievance policy.
- 4.3 The Ombuds takes specific action related to an individual's issue only with the individual's express permission and only to the extent permitted, and even then, at the sole discretion of the Ombuds, unless such action can be taken in a way that safeguards the identity of the individual contacting the Ombuds Office.
- 4.4 Consistent with these standards, consulting with the Ombuds is completely voluntary. People who use the services of the Ombuds are understood to have agreed to abide by the terms, conditions, and principles under which the program was created and not call the Ombuds to testify or disclose confidential information in any formal, legal, or other matter.
- 4.5 The Ombuds is not an agent of the organization authorized to receive notice of claims, complaints, or grievances against the organization unless specifically and expressly required by law. The Ombuds may refer individuals to the appropriate place where formal notice of claims can be made.
- 4.6 The Ombuds creates no permanent records containing confidential information. The Ombuds has a consistent practice for the timely destruction of confidential information.

### 5. CONFIDENTIALITY

- 5.1 The identity of those seeking assistance from the Ombuds, as well as communications and information specifically relating to them is confidential information.
- 5.2 To the maximum extent permitted by law, the Ombuds shall protect confidential information, and others cannot waive this requirement. The Ombuds and the organization that established the program shall take reasonable measures to safeguard the security of confidential information.
- 5.3 Except as provided in these standards, the Ombuds does not disclose confidential information in any matter within the organization.
- 5.4 The Ombuds shall oppose disclosing confidential information in any formal, administrative, or legal matter external to the organization, unless an appropriate judicial or regulatory authority determines that disclosure is necessary to prevent a manifest injustice or that disclosure is required because the interests served by disclosure clearly outweigh the interests served by ombuds confidentiality.
- 5.5 The Ombuds may disclose confidential information as necessary if the Ombuds determines that the failure to do so could result in imminent risk of serious harm.
- 5.6 The Ombuds may disclose confidential information about a specific matter to the extent the ombuds determines it is necessary to defend themselves against a formal complaint of professional misconduct.
- 5.7 Confidential information relating to an individual may be disclosed with their permission to assist with informal resolution of a concern but at the sole discretion of the Ombuds.
- 5.8 The Ombuds may provide non-confidential information about the ombuds program in any appropriate forum. The Ombuds shares data, trends, or reports in a manner that protects confidential information.

Adopted 17 March 2022 by the Board of Directors of the International Ombuds Association. Effective 17 March, 2022.