

Dane County Contract Cover Sheet

*Res 126
Significant*

Dept./Division	EXTENSION/EXTENSION
Vendor Name	WISC DEPARTMENT OF CORRECTIONS
Vendor MUNIS #	2280
Brief Contract Title/Description	County will provide agricultural and educational support for Grow Academy, a project of DoC Division of Juvenile Corrections
Contract Term	7/1/2018 - 6/30/2020
Total Contract Amount	\$ 120,000

Contract # <small>Admin will assign</small>	13432
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$


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

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MB</i>	Received by DOA	7/5/18		
<i>ca</i>	Controller		7/6/18	
<i>Coj</i>	Purchasing	7/6/18	7/6/18	
<i>M</i>	Corporation Counsel	7/6/18	7/6/18	
<i>al</i>	Risk Management	7/6/18	7/6/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Carrie Edgar, Department Head	Name	Sara Bremser, Contract Administrator
Phone #	608-224-3700	Phone #	608 288 3357
Email	edgar@countyofdane.com	Email	sara.bremser@wisconsin.gov
Address	5201 Fen Oak Drive Ste 138 Madison, WI 53718-8827	Address	2909 Landmark Place Suite 104, Madison, WI 53713

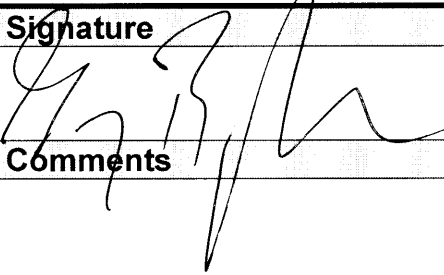
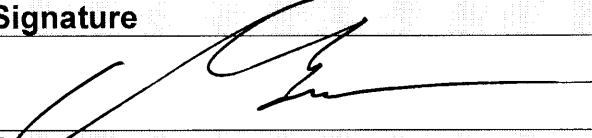
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

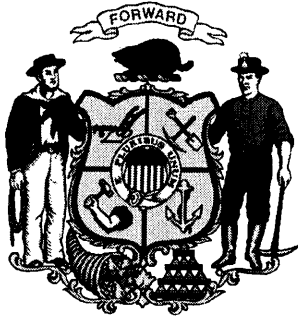
Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		6/28/18
	Printed Name	
	Carrie Edgar	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		7/30/18
	Comments	
Corporation Counsel	Signature	Date
		7/4/18
	Comments	



13432

Wisconsin Department of Corrections

Governor Scott Walker | Secretary Cathy A. Jess

CONTRACT

Services/ Commodity: Agriculture instructions and curriculum enhancement at the Division of Juvenile Corrections community facility Grow Academy located at 4986 County Highway M in Oregon, WI.

Contract Period: The Contract shall commence and be effective for the period of July 1, 2018 through June 30, 2020. The Contract term will be for two (2) years, with options to renew for three additional one-year terms. Renewal(s) beyond the initial Contract term are contingent upon the performance of the contractor during the initial Contract period and upon availability of funds. These are not automatic renewals. Contracts will be reviewed by the DOC before a decision is made. Any renewal(s) must be authorized by mutual written agreement of the vendor and DOC.

Reference Number: 6758

Contract Number:

I. DEFINITIONS:

Agency: Office, department or agency or other body in state government created by the constitution or any law, including the legislature and the courts but not including an authority.

Invoice: Invoice completed according to terms of the Contract and Section 11 of the Standard Terms and Conditions.

Contract Staff: Includes all employees, interns, subcontractors, temporary employees, and volunteers.

Contractor: Successful vendor or provider awarded the Contract.

County: A region created by territorial division for the purpose of local government.

DJC: Division of Juvenile Corrections, supervises youth offenders at community facility.

DOA: Department of Administration has statutory authority [WI Stats. Chapter 16] to define, regulate and delegate all aspects of procurement of services and commodities for state agencies.

DOC: Wisconsin Department of Corrections, also referred to as *the department* or the DOC headquartered at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

DOC Contract Administrator: DOC program area person responsible for implementing and monitoring the Contract for compliance.

DOC Staff: Includes all employees, interns, subcontractors, temporary employees, and volunteers.

Youth Offender: Person under the custody or supervision of the Wisconsin Department of Correction.

State: State of Wisconsin.

Subcontractor: Subcontractor is a person who is awarded a portion of an existing Contract by a principal or general Contractor.

Third Party: Refers to a person or entity who is not a party to this Contract.

Vendor: An awarded bidder which supplies a service or commodity to the Department of Corrections.

II. **PARTIES TO THE CONTRACT**

- A. This contractual agreement (“Contract”) is entered into for the period 7/1/2018 through 6/30/2020 by and between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, (the “DOC”), and Dane County UW Extension whose principal business address is 5201 Fen Oak Dr. Madison, WI 53718 (the “Contractor”).
- B. The DOC employee responsible for administration of this Contract will be Sara Bremser (“Contract Administrator”) whose principal business address is 2909 Landmark Place Suite 104, Madison WI 53713. In the event that the Contract Administrator is unable to administer this agreement, DOC will contact Contractor and designate a new Contract Administrator.

III. **CONTRACT AUTHORITY**

This Contract is entered under the authority of Wis. Stats.16.75 and Wis. Adm. Code Chapter Adm 10.

IV. **STATEMENT OF DELIVERABLES**

This Contract detail for providing services hereunder is specified in Attachment I which is attached hereto and incorporated herein by reference.

V. **COMMUNITY FACILITY PROVIDER EXPECTATIONS**

This Contract detail for providing services hereunder is specified in Attachment II which is attached hereto and incorporated herein by reference.

VI. **CONTRACT DOCUMENTS**

Form DOA-3054 (“Standard Terms and Conditions”) and Form DOA-3681 (“Supplemental Standard Terms and Conditions for Procurement of Services”) are incorporated into this Contract by reference. To the extent that any term or condition set forth in either Form DOA-3054 or Form DOA-3681 differs or conflicts with this Contract, the term, condition, or Contract provision determined by the DOC to be the more favorable to the DOC in any given situation shall govern and control. Copies of Forms DOA-3054 and DOA-3681 are available upon request from the DOC or the State of Wisconsin Bureau of Procurement.

VII. **CONTRACT REVISIONS / ADDENDUMS**

Any subsequent addendum to this Contract must be in writing and signed by the parties.

VIII. **CONTRACT SCOPE**

The purpose of this contract is Agriculture Instruction and Curriculum Enhancement Services for Division of Juvenile Corrections youth residing at the Grow Academy which constitutes the scope of the contract.

Any services provided outside the terms of this Contract will be considered “out of scope”. DOC only agrees to pay for services within the scope of this Contract.

If DOC authorizes in scope services over and above what is specified in this Contract, the agreement must be in writing and must be approved by the contract administrator prior to the additional services being performed.

Any invoices sent to DOC for services that have not been agreed to in this manner will be denied for payment.

IX. **GENERAL SERVICE PROVISIONS**

- A. Contractor may not subcontract, refer to outside/community resources, or assign any part or obligations of this Contract without the prior written consent of DOC. If DOC approves, Contractor is responsible for having subcontracts in place to provide services to the subcontracted agencies under this Contract. Contractor retains responsibility for fulfillment of all terms and conditions of this Contract when it enters into subcontractual agreements. For the purposes of this contract, DOC does consent and approve subcontracting with Community GroundWorks.

- B. This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.
- C. No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract.
- D. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.
- E. Contractors are prohibited from responding to legal or legislative matters as a representative of DOC. All legal or legislative inquiries requiring a response by DOC are to be referred to DOC Secretary's Office in a timely manner for an appropriate response.
- F. The parties hereto agree that Provider, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an employee of DOC. Contractor agrees to take such steps as may be necessary to ensure that each of its subcontractors will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DOC. Furthermore, neither DOC nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.
- G. All Contractor's staff must understand and be trained in all relevant requirements of this contract.
- H. Any and all notices or other communications necessary or desirable to be given hereunder will be deemed given and received when personally delivered or sent by facsimile, delivered prepaid same-day or overnight delivery service, proof of delivery requested, or deposited in U.S. certified or registered mail, postage prepaid, return receipt requested, addressed as follows and by email:

(i) If to DOC-

Division of Juvenile Corrections
Contract Administrator: Sara Bremser
Facsimile number: 608 288 3357
Email address: sara.bremser@wisconsin.gov

(ii) If to Contractor-

Attention: Carrie Edgar
Company: Dane County UW-Extension
Facsimile number: 608 224 3706
Email address: edgar@countyofdane.com

X. PAYMENT TERMS AND INVOICING

- A. Contractor will be paid for services. DOC shall initiate payment to Contractor upon receipt of a clean invoice. The Contractor shall submit invoices at a minimum showing the description of service, contracted unit of measure, contract price and purchase order to the designated site: 2909 Landmark Place Suite 104, Madison, WI 53713. The invoice shall be submitted within (5) days of the last day of the month during which services were provided. It is generally preferred that invoices be submitted to DOC electronically. Remit invoices to: DOC DJC business office Sara.Bremser@wisconsin.gov.
- B. If for any reason the DOC is dissatisfied with the quality of the service the DOC will provide written notice to the Contractor of the deficiency. If the Contractor fails to correct the deficiency by the date identified in the notice, the DOC may withhold funds under this Contract, request reimbursement for service paid for but not delivered, or withhold funds due from delivery under another contract. Nothing set forth herein shall prevent or prohibit the DOC from pursuing other legal or equitable remedies.
- C. No service is to be provided until an official State of Wisconsin Purchase Order is issued by DOC to Contractor. When there is more than one State fiscal year (July 1 through June 30) or a portion of a fiscal year in the Contract period, a separate purchase order will be issued for each fiscal year in accordance with Department policy on the issuance of purchase orders.

XI. REPORTING AND AUDITING

- A. Contractor shall comply with the reporting and auditing requirements of DOC including, without limitation, the requirement that Contractor retain all documents applicable to the Contract for a period of not less than six (6) years after the final Contract payment is made. Any required reports shall be forwarded to the Contract Administrator according to the schedule of DOC. If Contractor does not submit the forms as required, DOC may cease all payments for Services to Contractor under this Contract.
- B. DOC may require, at its discretion that Contractor provide an audit covering all DOC funds paid pursuant to the Contract. In the event that Contractor fails to comply with a DOC audit request including all follow-up requests for information pertaining to said audit, DOC reserves the right to conduct an independent audit and DOC's costs for completing the same will be charged back to Contractor. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and, if necessary, subsequent audit resolution processes have been completed.
- C. Contractor agrees to inform Contract Administrator within three (3) working days of any inquiry from outside entities regarding a participant, former participant or the program provided under this Contract. This includes requests for information from the media, legislature, local officials, neighbors and participant's family members. Nothing in this Contract prohibits the Contractor from freely communicating with any entity regarding the program or participants to the extent allowed by confidentiality requirements.

XII. RECORDS

- A. Contractor shall maintain such records as are required by State and Federal law and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein.
- B. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DOC and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this Contract.
- C. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- D. To ensure confidentiality of records and safeguard access to these records, Contractor must maintain sufficient locked storage space for current and closed offender records.
- E. Contractor agrees to have a written policy on confidential destruction of case records.

XIII. INSURANCE RESPONSIBILITY

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

XIV. SECURITY AND CREDENTIAL REVIEW

The department requires that all bidders and Contractors providing services to offenders shall submit and pass criminal background and license/credential checks. History of arrests and/or convictions could disqualify an individual if deemed relevant to the position, service or site. For services provided at the DJC Grow Academy, background checks will be conducted and paid for by DOC, and records will be maintained on site, as well as copies of credentials and licenses.

Contractor shall complete the DOC-1098d, (Application Supplemental Background Check) form (Appendix 1), for contracted staff that provide services at the DJC Grow Academy. Completed forms are submitted to the DOC Contract Administrator for processing. Contractor should allow 72 business hours for requests to be processed.

XV. BACKGROUND CHECKS OF CONTRACTOR'S STAFF AND APPLICANTS

- A. The Contractor shall not employ a person who is on active probation, parole, extended supervision, lifetime supervision or an inmate who is supervised by Intensive Sanctions for any position where the primary duties and responsibilities involve contact or work with offenders/inmates OR involves access to offenders/inmates' records or funds.

Contractor shall implement policies and procedures to ensure that job applicants and its staff shall be dealt with as follows:

1. For a job applicant who has a pending criminal charge: Where the circumstances of said criminal charge substantially relate to the circumstances of a particular job or licensed activity, the applicant will not be hired for that job;
2. For a staff member who has a pending criminal charge: Where the circumstances of said criminal charge substantially relate to the circumstances of the current job or required licensure, the staff member will not be retained in that particular job; and
3. For a job applicant who is convicted of a criminal offense or other offense: Where the circumstances of said conviction of a criminal or other offense that substantially relate to the circumstances of a particular job or required licensure, the applicant will not be hired for that job;
4. For a staff member who is convicted of a criminal offense: Where the circumstances of said conviction of a criminal or other offense that substantially relate to the circumstances of the current job or licensed activity, the staff member will not be retained in that particular job; and
5. For a job applicant who is required to use an Ignition Interlock Device (IID): Where the circumstances of a court ordered requirement substantially relate to the circumstances of a particular job or licensed activity, a job applicant will not be hired for that job; and
6. For a staff member who is required to use an Ignition Interlock Device (IID): Where the circumstances of a court ordered requirement substantially relate to the circumstances of a particular job or required licensure, the staff member will not be retained in that particular job.

- B. In hiring and retention decisions, Contractor may consider records of pending criminal charges and convictions when it can be demonstrated that the circumstances of the criminal offense substantially relate to the circumstances of the job or licensed activity. When determining whether

the circumstances of a pending charge or conviction are substantially job related, Contractor should take into consideration the factors related to the position, the offense, and the individual. Nothing in this section prohibits the Contractor from reassigning the staff member or reassigning job duties from this contract, or making other hiring and retention decisions.

Contractor bears the sole responsibility of requesting, receiving, and reviewing current and prospective staff members' criminal histories/background checks from the Wisconsin Department of Justice. Contractor shall have policies and procedures in place as to the frequency of background checks for existing staff and shall obtain and review criminal histories on all prospective staff. The Contractor's policies shall be akin to applicable sections of DOC Executive Directive (ED) 42. Contractor shall provide the Contract Administrator with a copy of their policies. A copy of ED 42 may be obtained from the Contract Administrator. No DOC staff or other person shall, on behalf of the Department of Corrections, offer any legal advice or any advice as to the interpretation of criminal history information received by the Contractor.

To make determinations on substantial relationships to the circumstances of the job, Contractor must have a written policy on how to review the applicant for employment and the existing staff member. Contractor shall submit a copy of this policy to the Contract Administrator.

Contractor shall have a written policy on current staff's reporting requirements, which details what a staff member must report (e.g. pertaining to a citation, arrest, charge, and conviction), the timeframe in which s/he must do so, and the criteria used to determine how substantially the offense relates to the staff member's job. The Contractor's policy shall be akin to applicable sections of DOC Executive Directive 42. Contractor shall submit a copy of this policy to the Contract Administrator.

Contractor shall immediately notify the Contract Administrator via email upon discovery of any criminal charge pending or criminal conviction against the Contractor or the Contractor's current staff.

- C. Contractor shall verify compliance with this entire section and paragraphs above by filing a "Contractor Compliance Agreement" form (DOC-2818) with the DOC every 12 months within 30 days of each contract year or date previously determined if already on file with DOC Purchasing Services.

XVI. ACCESS TO DJC COMMUNITY FACILITY

Execution of this contract requires access/entrance into the DJC Grow Academy. All contractor staff will be required to submit to a Criminal Background Check, which must be successfully completed prior to arrival. Although specific policies vary somewhat between facilities, reference appendix 2, Community Facility Provider Expectations.

XVII. FRATERNIZATION

The contractor agrees to have a written policy on fraternization which includes the following:

1. Prohibiting the forming of improper relationships between Contractor's employees and offenders. This must also be substantially equivalent to DOC's policy as expressed in Executive Directive 16, May 1991 - Revised January 1997, Further Revised August 2004. A copy of Executive Directive 16 may be obtained from the Contract Administrator.

2. The policy shall provide for the following definitions
 - a. Employee- definition must be consistent with DOC's definition of employee
 - b. Relationships
 - c. Offender
3. A statement detailing prohibited relationships
4. The duty of an employee to inform Contractor of unplanned contacts with offenders
5. A statement that Contractor-directed contacts or those which are part of the employee's job duties are exempt from the policy
6. An exception procedure/policy and approval process to be carried out by Contractor
7. Prohibiting Contractor's employees from engaging in any sexual contact or sexual intercourse with offenders under the custody and control of the Department of Corrections. The policy must be substantially equivalent to the Department of Corrections' policy as expressed in Executive Directive 16-A, August 2006. A copy of Executive Directive 16-A may also be obtained from the Contractor Administrator.
8. A provision requiring a signed standard employee statement is kept in the personnel file for every contractor employee. The statement attests that the employee has read and received a copy of the Contractor's policy on fraternization.
9. DOC may request copies of or to inspect the original signed employee statements of a Contractor upon request.

XVIII. PRISON RAPE ELIMINATION ACT (PREA)

1. All Contractor staff shall prevent, detect and respond to sexual abuse and sexual harassment in accordance with the Federal Prison Rape Elimination Act of 2003 and the DOC's Executive Directive 72 [Sexual Abuse and Sexual Harassment in Confinement (PREA)].
2. The DOC shall provide training to the Contractor staff, in accordance with the type of service and level of contact they have with offenders or juveniles, on the DOC's zero-tolerance policy as it relates to the sexual abuse and sexual harassment. The DOC shall, additionally, provide training to the Contractor on their responsibilities under DOC's sexual abuse and sexual harassment prevention, detection and response policies and procedures. The Contractor staff shall acknowledge and certify to the DOC through signature or electronic verification that they understand the training they received. *See* 28 C.F.R. §§ 115.32 and 115.332.
3. If the Contractor staff is the first to respond to an allegation of sexual abuse, the responder shall request that the alleged victim not take any actions that could destroy physical evidence, and then notify DOC security staff. *See* 28 C.F.R. §§ 115.64 and 115.364.
4. The Contractor staff shall notify the DOC immediately of any knowledge, suspicion or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of DOC; any incidents of retaliation against offenders, juveniles or Contractor staff who reported such an incident; and/or any Contractor staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The Contractor staff shall report this information immediately to a DOC supervisory staff member who is not the subject of the allegation, unless reporting to such a person compromises the safety of the alleged victim, witness(es) and/or reporter. In those instances the Contractor staff shall report this information immediately via email to DOCSECOSOPREAInvestigations@wisconsin.gov and follow-up with a phone call to the DOC PREA Office at (608)240-5000. *See* 28 C.F.R. §§ 115.61 and 115.361.

5. The Contractor staff shall comply with any applicable mandatory child abuse or vulnerable adult reporting laws. *See* 28 C.F.R. §§ 115.61 and 115.361.
6. The Contractor staff shall not reveal any information related to a sexual abuse or sexual harassment report to anyone other than to the DOC supervisor, investigators and designated officials. Such information shall be limited to information necessary to make treatment, investigation and other security and management decisions. Medical and mental health practitioners shall be required to report sexual abuse and to inform offenders or juveniles of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services. *See* 28 C.F.R. §§ 115.61 and 115.361.
7. If the DOC has reason to believe that a sexual abuse or sexual harassment incident as defined by PREA has occurred or to ensure compliance with PREA standards, it shall have immediate access to the relevant Contractor records as defined by DOC.
8. If a Contractor staff is the alleged perpetrator of sexual abuse, the Contractor and/or DOC shall immediately remove that individual from any position that has offender or juvenile contact within DOC-funded operations pending an investigation. The individual may not return to any position that has offender or juvenile contact within DOC-funded operations until DOC has reviewed investigation materials and authorized return to work. A Contractor staff who engages in sexual abuse shall be prohibited from contact with offenders and juveniles; they shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. In the case of any other violation of DOC sexual abuse or sexual harassment policy by a Contractor staff, DOC shall take appropriate remedial measures, and shall consider whether to prohibit the Contractor staff's further contact with offenders or juveniles. *See* 28 C.F.R. §§ 115.77 and 115.377.

XIX. TERMINATION / CANCELLATION:

This Contract may be terminated or cancelled under any of the conditions included in this Section.

A. Termination for Convenience

DOC may terminate the Contract at any time, without cause and without penalty, by delivering thirty (30) days' written notice to the Contractor.

The Contractor may terminate by providing one hundred and twenty (120) days' written notice to DOC.

In the event of a termination for convenience, the Contractor shall be entitled to receive compensation for any completed or partially completed services rendered or goods provided under the Contract. Compensation for partially completed services shall be no more than the percentage of completion of the services rendered, (as determined by solely by DOC), multiplied by the corresponding payment for completion of services as set forth in the Contract. Alternatively, at the sole discretion of DOC, the Contractor may be compensated for the actual service hours provided.

DOC shall be entitled to a refund for goods or services paid for but not received or implemented. The refund shall be paid within 30 days of a written request to the Contractor.

B. Termination for Cause

If the Contractor breaches this Contract, the DOC shall provide the Contractor written notice of the breach and a time period (not less than 30 days) to cure. The notice of breach and opportunity to cure may be waived at DOC's discretion for repeated breaches and may result in immediate termination of the Contract.

The Contractor may terminate this Contract, with cause, by notifying DOC in writing within thirty (30) days after the Contractor becomes aware of the DOC's alleged noncompliance to the contract.

The notice shall include a complete description of the noncompliance. If the DOC does not, within forty-five (45) days after its receipt of the Contractor's notice, either (1) effect a cure or (2) develop and diligently proceed with a plan to cure the noncompliance, then the Contractor may terminate the Contract by providing DOC written notice ninety (90) days in advance of the intended date of termination.

C. Contract Cancellation

1. DOC reserves the right to cancel this Contract in whole or in part without penalty, and without notice, if the Contractor:
 - a. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 - b. Makes an assignment for the benefit of creditors;
 - c. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
 - d. Fails to maintain the confidentiality of the DOC's information that is considered to be Confidential Information; or
 - e. Performs in a manner that threatens the health or safety of a State employee, offender, citizen, or customer.

2. DOC reserves the right to cancel this Contract in whole or in part without penalty, with 30 days' written notice, if the Contractor:
 - a. Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
 - b. Incurs a delinquent Wisconsin tax liability;
 - c. Fails to submit a non-discrimination or affirmative action plan as required;
 - d. Fails to follow the non-discrimination or affirmative action requirements of such. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law); or
 - e. Becomes a state or federally debarred contractor.

XX. CONTRACT DOCUMENTS

- A. The contents of this contract (including all attachments) and additional terms agreed to, in writing, by DOC and the Contractor shall become part of the contract.

- B. The following priority for contract documents will be used if there are conflicts or disputes:
 - State of Wisconsin standard and supplemental terms and conditions
 - Final Signed Contract including any attachments or amendments
 - Official State of Wisconsin Purchase Order
 - Statement of Deliverables
 - Community Facility Provider Expectations
 - Contractor Confidentiality Agreement (DOC-2555)
 - Other exhibits/attachments

XXI. CONFIDENTIALITY

- A. Contractor or its employees may have direct or indirect contact with offenders, staff, or other parties. All services provided to offenders are confidential in nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information, including but not limited to identity of offenders or services being received. Contractor must have a policy regarding ethics and confidentiality for their staff to follow. Contractor will be required to sign a Contractor Confidentiality Agreement (DOC-2555).

- B. The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

XXII. CONCEALED CARRY

Contractor is prohibited under Executive Directive 80, signed October 31, 2011 from possession of any weapon by Contractor's employees while providing services to DOC offenders.

Contractor will prohibit firearms/weapons in any owned, leased/rented, or available location in which program services are provided for DOC. Signs shall be posted at every public entrance. Each sign must be at least five inches by seven inches state the restriction on carrying a firearm, and inform people that ER or firearms are prohibited. Sample signage will be available through the Contract Administrator.

In WITNESS THEREOF, the undersigned authorized officers have subscribed their names on behalf of the parties to this Contract.

Contractor's Authorized Representative
Name: Joseph Parisi
Title: Dane County Executive

Date

Contractor's Authorized Representative
Name: Scott McDonell
Title: Dane County Clerk

Date

DOC Contract Administrator / Manager
Name: Sara Bremser
Title: Program & Policy Analyst-Advanced

Date

Cathy A. Jess, Secretary
WI Department of Corrections

Date

STATEMENT OF DELIVERABLES

PROGRAM: Agriculture Instruction and Curriculum Enhancement Services for Division of Juvenile Corrections (DJC) Grow Academy Oregon, WI

PROVIDER: Dane County UW-Extension

I. Location and Facility

1. The Grow Academy 4986 County Highway M Oregon, WI 53575
2. All programming is provided within Dane County
3. The Dane County UW-Extension is authorized to subcontract with the following listed agencies or resources:
 - a. Community GroundWorks

II. Services to be Delivered

The Contractor may provide services through educational workshops at various locations in Dane County, although primary service delivery will occur at the Grow Academy located in Oregon, WI. The Contractor shall collaborate with DOC staff to implement lesson plans at various worksites throughout the county and provide hands-on teaching to participants in both a classroom and garden setting. The primary emphasis will be the weekly education component that will be provided to participants who are supervised by DOC. The Contractor should be able to duplicate programming at various locations in Dane County and may have the opportunity to contract with multiple DOC divisions to implement projects with a similar scope. The Contractor may provide evaluations and academic training for participants in collaboration with on-site staff designated DOC staff.

III. Scope of Services to be provided

The Contractor must adhere to the following scope of services:

1. Assist designated DOC staff with the development of lesson plans that would enhance the curriculum being used. Lesson plans should be created by the Contractor and added to the current established curriculum.
2. Provide designated DOC staff with evaluation tools and activities as they relate to established lesson plans.
3. Provide instruction and activities in accordance with established lesson plans in collaboration with designated DOC staff. Lesson plans and activities should be presented in concurrence with the teachings of designated DOC staff.
4. Provide specialized workshops as they relate to the established curriculum, including but not limited to, composting, handling poultry, beehive maintenance, aquaponics, basic construction, produce handling, etc.

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5. Provide supplemental instruction, in collaboration with designated DOC staff, both in the classroom and in the garden.
6. Provide contact information to aid in the organization of field trips in the community for participants that would be compatible with academic lesson plans and/or established curriculum.
7. In collaboration with program staff, accompany participants on community field trips and relate those experiences back to established lesson plans.
8. Provide each location with assistance in maintaining garden/other produce.
9. Work with designated DOC staff in problem solving issues that may be occurring in the garden at each location. (e.g. how to treat tree injuries, dealing with insects, etc.)
10. Assist in providing secondary level of supervision to participants in both the classroom and garden.
11. Coordinate with designated DOC staff, particularly Employment Program Coordinators, to provide instruction for assembling products for sales. Instruction on assembling products (e.g. birdhouses, rain barrels, bees wax lip balm, etc.) should be designated as part of the established curriculum and should be integrated with classroom instruction.

IV. Operational Requirements

Contractor must adhere to the following requirements:

1. Maintain an appropriate and professional relationship with participants and other collateral individuals that may be at each site. Contractor may interact with other parties at each location if approved by program staff.
2. Understand and abide by the policies and procedures of each site.
3. Contractor will not be reimbursed for travel time prior to or after providing programming.
4. Contractor will not be reimbursed mileage as part of this contract.
5. Contractor will not be reimbursed for supplies that are used as part of an ephemeral activity. Supplies, as they relate to activities that will be a permanent part of the program, shall be purchased by DOC. In limited circumstances and after approval has been granted from designated DOC staff, the DOC may reimburse Contractor for supplies that are necessary for specific lessons.
6. Contractor will not transport participants as part of this contract. Contractor may be passengers in state-owned vehicles if traveling off-grounds from a site for community service or field trips.
7. Contractor may provide services to participants at different locations around the Dane County Area as determined by the DOC.
8. Contractor may provide services during non-traditional hours as determined by the DOC.
9. Contractor will not be reimbursed for services rendered that were not pre-authorized by the DOC.
10. Contractor will provide the Department of Corrections with a list of staff that has experience delivering agriculture/agriculture curriculum. The Contractor will provide the DOC with documentation of new or pending hires during the life of this contract. All staff that will interact with participants, as outlined in this Statement of Deliverables (SOD), will be required to submit and pass a background check conducted by the DOC (one copy attached).

11. Any contract resulting from this bid will not be subcontracted, referred, or transferred to any other contractor without prior written approval of the Department of Corrections.
12. Contractor must abide by the WI DOC PREA policy and the agency's zero tolerance policy regarding sexual abuse and sexual harassment.
13. Contractor shall notify the Program and Policy Analyst within 24 hours of any sexual abuse or sexual harassment allegations as defined by PREA. If the Department has reason to believe that any sexual abuse or sexual harassment incident as defined by PREA has occurred, it shall have immediate access to the Contractor's records.

V. Cost

The annual cost shall be \$60,000.

VI. Reporting Requirements/Billing Procedures

1. Contractor will document and submit a monthly report detailing what lesson plans were delivered, activities that were conducted, any relevant material that was noticed by contractor, and the number of youth who were instructed by the contractor. The report will be created by the contractor and submitted to the Contract Administrator with the monthly invoice report. NOTE: The Department of Corrections will not reimburse a contractor for the time it takes to prepare this report.
2. Contractor will complete a monthly invoice report (a general invoice can be provided to contractor by the DOC) to provide data on the number of units of service provided each month. The report will be submitted to the DOC within 10 working days of the last day of each month. Any payment on monthly invoices may not be made until work has been accepted by the DOC.
3. Contractor will provide a breakdown of all paid activities on the monthly invoice report, to include a breakdown of who taught the lesson, time spent on preparing for the lesson, time spent delivering the lesson, and at which location the activity occurred.

VII. DOC Contact for Questions, Clarifications and Deliverable Changes

All correspondence regarding this agreement shall be directed (email preferred) to:

Sara Bremser, DOC Contract Administrator
2909 Landmark Place Suite 104
Madison, WI 53713
Sara.Bremser@wisconsin.gov

Sections I – VII of this document encompass the complete Statement of Deliverables.