Dane County Contract Cover Sheet

DOA:

7/16/21

Date Out:

Date In: _

Res 099 Significant

Contract #

Dept./Division		Administration/Employee Relations			Contract # Admin will assign	, 1	4417		
Vendor Name		Delta Dental	of WI	MUNIS # 2022 Type		of Contract			
Brief Contract Title/Description		Provide dental insurance to Dane County employees, retirees and quasi agencies.			Dane County Contract Intergovernmental County Lessee County Lessor				
Contract Term		1/1/2022-12/31/2024				Purchase of Property Property Sale			
Contract Amount		\$ 9,703,251.00				Gra	ant		
	act Informatior		Contact Inf						
Name		Amy U	Name		Sunshine N				
Phone #		608-266	Phone #		715-343-7668				
Email Purchasing Office					uristiirie.iviikulak@de	nshine.Mikulak@deltadentalwi.com			
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			0 – \$37,000 (\$0 – \$25,		, , ,	<u> </u>			
Purchasing	=	Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP # 121046							
Authority	=		7,000 or under (\$25,0		Public Works)			
			er \$37,000 (N/A to Pul						
N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other									
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MUNIS Req.	Red	-				•			
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Goldade, Michelle

From: Goldade, Michelle

Sent: Friday, July 23, 2021 10:05 AM

To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #14417 **Attachments:** 14417.pdf

Tracking: Recipient Read Response

 Hicklin, Charles
 Read: 7/23/2021 10:06 AM
 Approve: 7/23/2021 10:06 AM

 Gault, David
 Read: 7/23/2021 11:11 AM
 Approve: 7/23/2021 11:13 AM

 Patten (Purchasing), Peter
 Approve: 7/23/2021 10:25 AM

 Lowndes, Daniel
 Read: 7/23/2021 10:31 AM
 Approve: 7/23/2021 10:31 AM

Stavn, Stephanie

Oby, Joe

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

Contract #14417

Department: Administration Vendor: Delta Dental of Wisconsin

Contract Description: Provide dental insurance to Dane County employees, retirees and quasi agencies (Res 099)

Contract Term: 1/1/22 – 12/31/24 Contract Amount: \$9,703,251.00

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 in accordance with COVID 19 response guidelines.

2021 RES-099 AWARD OF CONTRACT TO PROVIDE EMPLOYEE GROUP DENTAL INSURANCE The Department of Administration solicited requests for proposals to provide dental insurance coverage for Dane County employees. The contract term begins on January 1, 2022. The Department of Administration and the Employee-Management Insurance Advisory Committee recommend that the contract be renewed with Delta Dental of Wisconsin Company for three years with the option to renew annually for up to two years. The current benefit level provides a \$2,750 annual dental benefit and a \$2,000 orthodontia lifetime benefit. The rates included in the contract for 2022-2024 are \$49.76 per month for single coverage and \$139.91 for family coverage. The maximum rate increases for 2025 and 2026 are 5%. NOW, THEREFORE, BE IT RESOLVED that Delta Dental of Wisconsin be awarded the dental contract from January 1, 2022 through December 31, 2024 with the ability for an extension for two additional years. **BE IT FINALLY RESOLVED** that the Dane County Executive and Dane County Clerk are authorized to sign the contract documents.

DANE COUNTY CONTRACT # _____14417

Revised 06/2021



Department: Administration

Provider: Delta Dental of WI

Expiration Date: 12/31/2024 **Maximum Cost:** \$9,703,251

Registered Agent (if applicable):

Registered Agent Address:



THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Delta Dental Plan of Wisconsin (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 dental insurance coverage; and

WHEREAS PROVIDER, whose address is 2801 Hoover Rd, Stevens Point WI 54481, 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 the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. 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, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. <u>SERVICES:</u>

- 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 thereto. 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:
 - 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.
 - 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 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. 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.

IX. 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.

X. CIVIL RIGHTS COMPLIANCE:

- 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.

XI. 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. <u>Appeal Process</u>

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."

XII. 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.

XIII. 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.

XIV. <u>LIMITATION OF AGREEMENT:</u>

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.

XV. 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.

XVI. 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.

XVII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 PRO	OVIDER:
David Peterson	July 16, 2021 Date
Chief Growth & Strategy Officer	
**	*
FOR CO	UNTY:
Joseph T. Parisi Dane County Executive	 Date Signed
Scott McDonell Dane County Clerk	Date Signed

^{* [}print name and title, below signature line of any person signing this document]

SCHEDULE A Scope of Services

I. TERMS/EFFECTIVE DATE.

- A. **Effective date.** The term of this Agreement shall commence at 12:01 a.m. on January 1, 2022.
- B. **Period of Agreement.** This Agreement shall be in effect for the three-year period from January 1, 2022 through December 31, 2024 with the option to extend for an additional two-years. "Contract year" is defined as the period from January 1 through December 31.
- C. Extension of Agreement. COUNTY shall have the option to extend the Agreement period annually for the years 2025 and 2026 after seeking advice from the Employee-Management Insurance Advisory Committee. Delta Dental shall provide to COUNTY, in writing, proposed rate increases not later than October 1 of the contract year preceding the year in which the extension will become effective. Failure to give such notice shall bar any rate or other increase by Delta Dental. COUNTY may exercise its option to extend by providing written notice to Delta Dental no later than November 1 of the year preceding the contract year in which the extension will become effective.

II. COVERAGE.

Coverage shall be provided to all "Eligible Employees" as that term is defined by COUNTY and to other individuals as identified in sec. 3.2 of the RFP #121046. Retirees are eligible for the insurance coverage they had at the time of retirement. If a retiree's spouse or domestic partner is not on the plan at the time of retirement, they cannot be added. The only qualifying events for a retiree are marriage or a new child.

III. LATE ENROLLEES.

Individuals who did not enroll when initially eligible for coverage and who are not eligible for a special enrollment period are considered late enrollees. A late enrollee may submit a written application for coverage to COUNTY and coverage will be effective the first of the month following a 90 day waiting period from the date of application.

IV. COVERAGE PERIOD.

The effective date of coverage for new employees who enroll within the initial 30 day enrollment period is the first day of the month following the first 30 days of employment. Example: Date of Hire- November 2nd, insurance begins January 1st.

V. RATES.

Base Rates for the Contract Year 2022-2024 are as follows:

SINGLE	\$ 49.76
FAMILY	\$139.91

Base Rates/Premiums are defined as rates/premiums available to eligible COUNTY enrollees on January 1, 2022.

A retiree and spouse have a special employee + spouse rate of the cost of two single plans. This rate is not available to regular employees.

VI. RATE GUARANTEES.

PROVIDER may not increase base rates for subsequent years on the following scale:

2025- not to exceed 5% 2026- not to exceed 5%

VII. <u>SERVICES/SCHEDULE OF BENEFITS</u>.

PROVIDER shall provide services and benefits as described in their response to RFP #121046. PROVIDER agrees that it shall provide a level of services that duplicates or exceeds the level of services received by COUNTY under its dental services contract for the years 2017-2021. The annual maximum benefit will increase to \$2,750.00 annually and periodontal maintenance cleaning will be covered at 100% with no deductible.

SCHEDULE B Pricing Structure and Payment

Invoices/Payment:

Payments will be based upon the County's payroll register and any manual changes made by the County. The County will not reconcile with the vendor's paper register. The County will work with the vendor to attempt electronic reconciliations as needed.