

# Dane County Contract Cover Sheet

Revised 01/2024

Res 397  
significant

<b>Dept./Division</b>	Administration/Employee Relations		
<b>Vendor Name</b>	Dean Health Plan, Inc	<b>MUNIS #</b>	9024
<b>Brief Contract Title/Description</b>	Provide employee health insurance		
<b>Contract Term</b>	1/1/2025-12/31/2027		
<b>Contract Amount</b>	\$72,000,000.00 +		

<b>Contract #</b> Admin will assign	15411
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input 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>	Amy Utzig	<b>Name</b>	Heather McDonald
<b>Phone #</b>	608-266-9253	<b>Phone #</b>	608-827-4062
<b>Email</b>	utzig@countyofdane.com	<b>Email</b>	heather.mcdonald@deancare.com
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 022-PR
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	Org:	Obj:	Proj:	\$

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</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	<b>Res #</b> 397
	<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	
Dept. Head / Authorized Designee	
Utzig, Amy	Digitally signed by Utzig, Amy Date: 2024.03.19 10:43:29 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 3/19/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Friday, April 12, 2024 4:51 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15411  
**Attachments:** 15411.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 4/12/2024 5:06 PM	
	Patten (Purchasing), Peter		Approve: 4/15/2024 10:35 AM
	Gault, David	Read: 4/15/2024 12:27 PM	Approve: 4/15/2024 12:29 PM
	Cotillier, Joshua		
	Stavn, Stephanie	Read: 4/15/2024 9:10 AM	
	Oby, Joe		

Let's try this one again...

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

Contract #15411  
Department: Administration  
Vendor: Dean Health Plan  
Contract Description: Provide Employee Health Insurance (Res 397)  
Contract Term: 1/1/25 – 12/31/27  
Contract Amount: \$72,000,000 +

*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.

## Goldade, Michelle

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**From:** Hicklin, Charles  
**Sent:** Friday, April 12, 2024 5:06 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #15411

## Goldade, Michelle

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**From:** Cotillier, Joshua  
**Sent:** Monday, April 15, 2024 7:14 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #15411

**AWARD OF CONTRACT TO PROVIDE EMPLOYEE GROUP HEALTH INSURANCE**

The Department of Administration solicited requests for proposals to provide health insurance coverage for Dane County employees. The Department of Administration received proposals, and each proposal was objectively rated. The Department of Administration and the Employee-Management Insurance Advisory Committee recommend that the contract be awarded to Dean Health Plan Inc. The contract term begins on January 1, 2025 and ends December 31, 2027 with the ability to do an extension for an additional two years. The estimated annual cost for 2025 is approximately \$72.2 million. The premium caps for subsequent years are not to exceed 11.4% HMO/15.9% POS in 2026 and 12.9% HMO/16.9% POS in 2027.

**NOW, THEREFORE, BE IT RESOLVED** that Dean Health Plan Inc. be awarded a 3-year contract beginning January 1, 2025, and ending December 31, 2027 with the ability to do an extension for an additional two years.

Dean Health Plan Inc. will provide employee and retiree health insurance in 2025 as described in their HMO and Point of Service (POS) plans as follows:

	HMO	POS
Single	\$1,073.27	\$1,683.62
Family	\$2,522.18	\$3,956.51
Rates for Retirees	HMO	POS
E+S	\$2,146.54	\$3,367.24
1 over, 1 under 65	\$1,840.66	\$2,887.41
1 over, 2 under 65	\$2,234.55	\$3,505.30
1 over 65	\$767.39	\$1,203.79
2 over 65	\$1,533.70	\$2,404.21
2 over & Family	\$1,925.45	\$3,020.41

**BE IT FURTHER RESOLVED** that Dean Health Plan Inc. is authorized to provide group health insurance to all eligible active and retired county employees.

**BE IT FINALLY RESOLVED** that the Dane County Executive and Dane County Clerk are authorized to sign the contract.

**DANE COUNTY CONTRACT #** 15411

Revised 06/2021



**Department:** Administration  
**Provider:** Dean Health Plan Inc.  
**Expiration Date:** 12/31/2027  
**Maximum Cost:** \$275,000,000 est. actual costs based on enrollment

**Registered Agent (if applicable):** CT Corporation System  
8020 Excelsior Dr, Ste

**Registered Agent Address:** 200  
Madison WI 53717

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Dean Health Plan, Inc (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 health insurance coverage; and

**WHEREAS** PROVIDER, whose address is 1277 Deming Way, Madison WI 53717, 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. 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 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:
  - 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 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 (based upon actual enrollment), for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in schedule C, 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. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

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

6. 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:**

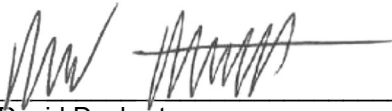
By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

**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:**

  
\_\_\_\_\_  
\*David Docherty  
\*President  
\*Dean Health Plan, Inc.

04/11/2024  
Date

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

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

**SCHEDULE A**  
**Scope of Services**

**Schedule A**

**I. TERMS/EFFECTIVE DATE.**

- A. **Effective date.** The term of this Agreement shall commence at 12:01 a.m. on January 1, 2025.
- B. **Period of Agreement.** This Agreement shall be in effect for the three-year period from January 1, 2025 through December 31, 2027 with the ability to extend an additional two years if COUNTY and PROVIDER agree in writing to such extension. "Contract year" is defined as the period from January 1 through December 31.

**II. COVERAGE.**

The plan design covered is same as the 2024 plan design. Coverage shall be provided to all "Eligible Employees" as that term is defined by COUNTY and to other individuals as identified in sec. 1.2 of the RFP 2024-RFP-022-PR. 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.

**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 1<sup>st</sup>.

**V. RATES.**

Base Rates for the Contract Year 2025 are attached in Schedule D.

Base Rates/Premiums are defined as rates/premiums available to eligible COUNTY enrollees on January 1, 2025.

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.**

Dean may not increase base rates for subsequent years for the HMO and POS plan on the following scale:

HMO

contract year 2026- not to exceed 11.4%

2027- not to exceed 12.9%

POS

contract year 2026- not to exceed 15.9%

2027- not to exceed 16.9%

Pricing includes agent commissions.

**VII. SERVICES/SCHEDULE OF BENEFITS.**

Dean Health Plan shall provide services and benefits as described in their response to RFP 2024-RFP-022-PR.

Summary of benefits: See Schedule E

During the term of this agreement Dane County reserves the right to make plan design changes.

Prescription Coverage: Dean will offer a 34 day script for one co-pay

Wellness program:

Dean will fund \$50,000 per year for wellness initiatives.

Dean will offer their Living Health Program to Dane County up to \$150.00 per member 18 years or older per year.

A Prevention & Health Promotion Coordinator will be assigned to Dane County to assist in designing and implementing employer-based wellness programs.

Flu shots will be offered on site and will not be charged to the wellness fund.

Dean will provide two lunch n learns free of charge.

Gender Affirming Care

PROVIDER agrees that gender affirming care coverage remains a benefit under COUNTY's Member Certificate and Schedule of Benefits during the Term of the Agreement, and includes coverage of treatment for gender dysphoria and gender affirmation surgery per the terms of PROVIDER'S medical policy(ies). Any gender affirming procedures, including surgeries shall be covered in accordance with Dean Health Plan's Gender Affirming Procedure Policy, MP9642 or its successor policies.

Member cost estimator: Dane County employees will have access to online tools that provide an estimate based on average market medical costs in an effort to be better health care consumers. Members can also contact Dean Health Plan's Customer Care Center to obtain estimates.

COBRA: Dane County will administer COBRA.

Termination: See section IV of contract.

Network: Dane County employees will be guaranteed the same network access throughout the term of this contract. This includes access to physician's and specialists as stated in response to RFP 2024-RFP-022-PR as well as any additional networks that may be added during the term of the contract.

Workman's Compensation: Provider agrees not to subrogate worker's compensation claims against the County's self-insured worker's compensation program in instances when compensability of such claims are contested by the County. Notwithstanding the foregoing, should a court or administrative entity with competent jurisdiction determine contested worker's compensation claims are compensable by the County, Provider may subrogate such claims against the County's self-insured worker's compensation program.



**SCHEDULE B**  
**Pricing Structure and Payment**

**Invoices/Payment:**

PROVIDER shall issue an invoice 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.

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.

**SCHEDULE C**

Vendor must provide data for compliance with GASB 45 in electronic format within 30 days of County's request.

Vendor will provide regular explanation of benefits forms to subscribers.









# COUNTY OF DANE (#171YKA7)

## Dean Health Plan

### Rate Sheet

Rates Effective: January 1, 2025 - December 31, 2025

#### Alternates for POS Plan

#### PRE-65 RETIREE

Enrollment	Subscribers	Members
Subscriber Only	23	23
Subscriber + One	9	18
Subscriber + Family	2	7
Subtotal Active	34	48

#### Medicare Eligible Enrollment

Subscriber Only, Medicare	1	1
Subscriber + One, 2 w/ Medicare	0	0
Subscriber + One, 1 w/ Medicare	3	6
Subscriber + Family, 1 w/ Medicare	0	0
Subscriber + Family, 2 or more w/ Medicare	0	0
Subtotal Medicare Eligible	4	7

Total	38	55
Monthly Premium		\$64,780.99
Annual Premium		\$777,372

#### Change from Current Rates

**RENEWAL ACCEPTANCE**  
 Please select one of the following:  
 Renew with renewing plan indicated above  
 Renew with a plan change  
 Circle desired alternative above  
 Plan changes made less than 45 days prior to the renewal will result in a second SBC mailing

Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

To ensure a correct January billing statement and correct SBC information is mailed to your insured employees, return this renewal acceptance no later than Monday, November 18, 2024

All plans noted as Focus include only Dean Clinic & SSM Affiliates locations in Dane, Rock & Sauk counties.  
 To view your SBC information please visit our website at <https://app.deancare.com/sites/sbci/employergroup>  
 If you cannot locate your SBC, please contact your Account Manager for assistance.

POS	POS		POS		POS	
	\$5 OV Copay	\$100 Ded	\$10 OV Copay	\$200 Ded	\$10 OV Copay	\$500 Ded
	0% Coins	0% Coins	0% Coins	0% Coins	0% Coins	0% Coins
	\$100/\$200 Limit	\$100/\$200 Limit	\$200/\$400 Limit	\$500/\$1,000 Limit	\$500/\$1,000 Limit	\$500/\$1,000 Limit
	\$10/\$20/\$40/30% Rx	\$10/\$20/\$40/30% Rx	\$10/\$20/\$40/30% Rx	\$10/\$20/\$40/30% Rx	\$10/\$25/\$50/30% Rx	\$10/\$25/\$50/30% Rx
	<u>Current Rates</u>	<u>Current Rates</u>	<u>Current Rates</u>	<u>Current Rates</u>	<u>Current Rates</u>	<u>Current Rates</u>
	POS04239	POS04239	Plan 5 - 1	Plan 5 - 2	Plan 5 - 3	
	\$1,256.42	\$1,683.62	\$1,645.93	\$1,554.13	\$1,506.83	
	\$2,512.84	\$3,367.24	\$3,291.86	\$3,108.26	\$3,013.66	
	\$2,952.59	\$3,956.51	\$3,867.94	\$3,652.21	\$3,541.05	
	\$898.34	\$1,203.79	\$1,176.84	\$1,111.20	\$1,077.38	
	\$1,795.42	\$2,405.89	\$2,352.03	\$2,220.85	\$2,153.26	
	\$2,154.75	\$2,887.41	\$2,822.77	\$2,665.33	\$2,584.21	
	\$2,615.87	\$3,505.30	\$3,426.83	\$3,235.70	\$3,137.22	
	\$2,254.02	\$3,020.41	\$2,952.80	\$2,788.11	\$2,703.25	
	\$64,780.99	\$86,807.46	\$84,864.16	\$80,130.94	\$77,692.14	
	\$777,372	\$1,041,690				
		34.0%	31.0%	23.7%	19.9%	

Medical code  
 Pharmacy code

8179188

8219674

8307026

Please return this page to:  
 Heather McDonald  
 Account Manager  
 Dean Health Plan  
 Direct: 608-827-4062  
 Fax: 608-252-0834  
 E-Mail: [heather.mcdonald@deancare.com](mailto:heather.mcdonald@deancare.com)

Plan Code: HMO05403 / PHA03726

Plan Type: Copay

Network: HMO

Contract: Contract Year Plan 1-0

**Plan Overview**

**Plan Providers - You Pay**

**Non-Plan Providers - You Pay**

Embedded Deductible*	\$100 single / \$200 family	Not Applicable
Coinsurance	0% coinsurance after deductible	Not Applicable
Primary Office Visit Charge	\$5 copay; Waived for dependents through age 18	Not Covered
Specialist Office Visit Charge	\$5 copay; Waived for dependents through age 18	Not Covered
Preventive Services	\$0 copay	Not Covered
Deductible & Coinsurance Limit	\$100 single / \$200 family	Not Applicable
Maximum Out-of-Pocket**	\$250 single / \$500 family	Not Applicable

\*The plan begins making payments as soon as one family member has reached their individual deductible

\*\*Deductible and Coinsurance Limit plus Medical and Prescription Copays unless otherwise noted

**Prescription Drugs, Insulin & Disposable Diabetic Supplies\***

4 Tier Select

Rx Deductible	\$0 single / \$0 family			Not Applicable
Rx Maximum Out-of-Pocket	\$500 single / \$1,500 family			Not Covered
Mail Order	90-day supply (Tiers 1 & 2) for 2 copays; 90-day supply (Tier 3) for 3 copays; Tier 4 Not Covered			
	<b><u>Tier 1</u></b>	<b><u>Tier 2</u></b>	<b><u>Tier 3</u></b>	<b><u>Tier 4</u></b>
In-Network	\$10 copay	\$20 copay	\$40 copay	30% coinsurance
Out-of-Network	Not Covered	Not Covered	Not Covered	Not Covered

\*Unless otherwise indicated, generic or brand name drugs can be found in any formulary tier

\*This new plan includes prescription drug coverage that is creditable

**Diagnostic Services**

**Plan Providers - You Pay**

**Non-Plan Providers - You Pay**

Diagnostic Services (Xrays/Labs)	0% coinsurance after deductible	Not Covered
CAT Scans/MRI/MRA	0% coinsurance after deductible	Not Covered

**Hospital & Surgical Center**

Inpatient Hospital	0% coinsurance after deductible	Not Covered
Outpatient Hospital	0% coinsurance after deductible	Not Covered

**Emergency Services**

Urgent Care	\$5 copay; Waived for dependents through age 18 and/or 0% coinsurance after deductible	\$5 copay; Waived for dependents through age 18 and/or 0% coinsurance after deductible
Emergency Room Services*	\$50 copay and/or 0% coinsurance after deductible	\$50 copay and/or 0% coinsurance after deductible
Ambulance	0% coinsurance after deductible	0% coinsurance after deductible

\* copay is waived if admitted

**Additional Plan Design Attributes**

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This is a highlight of your benefits and should not be relied upon to fully disclose your coverage.

Please review your Member Certificate of Coverage for an exact description of the services and supplies that are covered, excluded, or limited and other terms and conditions of coverage. Your Member Certificate is available at <https://app.deancare.com/sites/sbc/employergroup>

Plan Code: POS04239 / PHA03727

Plan Type: Copay

Network: POS

Contract: Contract Year Plan 3-0

**Plan Overview**

**Plan Providers - You Pay**

**Non-Plan Providers - You Pay**

Embedded Deductible*	\$100 single / \$200 family	\$200 single / \$400 family
Coinsurance	0% coinsurance after deductible	0% coinsurance after deductible
Primary Office Visit Charge	\$5 copay; Waived for dependents through age 18	\$10 copay; Waived for dependents through age 18
Specialist Office Visit Charge	\$5 copay; Waived for dependents through age 18	\$10 copay; Waived for dependents through age 18
Preventive Services	\$0 copay	\$10 copay
Deductible & Coinsurance Limit	\$100 single / \$200 family	\$200 single / \$400 family
Maximum Out-of-Pocket**	\$250 single / \$500 family	\$500 single / \$1,000 family

\*The plan begins making payments as soon as one family member has reached their individual deductible

\*\*Deductible and Coinsurance Limit plus Medical and Prescription Copays unless otherwise noted

**Prescription Drugs, Insulin & Disposable Diabetic Supplies\***

4 Tier Select

Rx Deductible	\$0 single / \$0 family		\$0 single / \$0 family	
Rx Maximum Out-of-Pocket	\$500 single / \$1,500 family		\$500 single / \$1,500 family	
Mail Order	90-day supply (Tiers 1 & 2) for 2 copays; 90-day supply (Tier 3) for 3 copays; Tier 4 Not Covered			
	<b><u>Tier 1</u></b>	<b><u>Tier 2</u></b>	<b><u>Tier 3</u></b>	<b><u>Tier 4</u></b>
In-Network	\$10 copay	\$20 copay	\$40 copay	30% coinsurance
Out-of-Network	50% coinsurance	50% coinsurance	Not Covered	50% coinsurance

\*Unless otherwise indicated, generic or brand name drugs can be found in any formulary tier

\*This new plan includes prescription drug coverage that is creditable

**Diagnostic Services**

**Plan Providers - You Pay**

**Non-Plan Providers - You Pay**

Diagnostic Services (Xrays/Labs)	0% coinsurance after deductible	0% coinsurance after deductible
CAT Scans/MRI/MRA	0% coinsurance after deductible	0% coinsurance after deductible

**Hospital & Surgical Center**

Inpatient Hospital	0% coinsurance after deductible	0% coinsurance after deductible
Outpatient Hospital	0% coinsurance after deductible	0% coinsurance after deductible

**Emergency Services**

Urgent Care	\$5 copay; Waived for dependents through age 18 and/or 0% coinsurance after deductible	\$5 copay; Waived for dependents through age 18 and/or 0% coinsurance after in-network deductible
Emergency Room Services*	\$50 copay and/or 0% coinsurance after deductible	\$50 copay and/or 0% coinsurance after in-network deductible
Ambulance	0% coinsurance after deductible	0% coinsurance after in-network deductible

\* copay is waived if admitted

**Additional Plan Design Attributes**

In and Out of Network benefits cross accumulate.

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Plan Code: POS04240 / PHA03727

Plan Type: Copay

Network: POS

Contract: Contract Year Plan 4-0

**Plan Overview**

**Plan Providers - You Pay**

**Non-Plan Providers - You Pay**

Embedded Deductible*	\$100 single / \$200 family	\$400 single / \$800 family
Coinsurance	0% coinsurance after deductible	0% coinsurance after deductible
Primary Office Visit Charge	\$5 copay; Waived for dependents through age 18	\$10 copay; Waived for dependents through age 18
Specialist Office Visit Charge	\$5 copay; Waived for dependents through age 18	\$10 copay; Waived for dependents through age 18
Preventive Services	\$0 copay	\$10 copay
Deductible & Coinsurance Limit	\$100 single / \$200 family	Not Applicable
Maximum Out-of-Pocket**	\$250 single / \$500 family	\$400 single / \$800 family

\*The plan begins making payments as soon as one family member has reached their individual deductible

\*\*Deductible and Coinsurance Limit plus Medical and Prescription Copays unless otherwise noted

**Prescription Drugs, Insulin & Disposable Diabetic Supplies\***

4 Tier Select

Rx Deductible	\$0 single / \$0 family		\$0 single / \$0 family	
Rx Maximum Out-of-Pocket	\$500 single / \$1,500 family		\$500 single / \$1,500 family	
Mail Order	90-day supply (Tiers 1 & 2) for 2 copays; 90-day supply (Tier 3) for 3 copays; Tier 4 Not Covered			
	<b><u>Tier 1</u></b>	<b><u>Tier 2</u></b>	<b><u>Tier 3</u></b>	<b><u>Tier 4</u></b>
In-Network	\$10 copay	\$20 copay	\$40 copay	30% coinsurance
Out-of-Network	50% coinsurance	50% coinsurance	Not Covered	50% coinsurance

\*Unless otherwise indicated, generic or brand name drugs can be found in any formulary tier

\*This new plan includes prescription drug coverage that is creditable

**Diagnostic Services**

**Plan Providers - You Pay**

**Non-Plan Providers - You Pay**

Diagnostic Services (Xrays/Labs)	0% coinsurance after deductible	0% coinsurance after deductible
CAT Scans/MRI/MRA	0% coinsurance after deductible	0% coinsurance after deductible

**Hospital & Surgical Center**

Inpatient Hospital	0% coinsurance after deductible	0% coinsurance after deductible
Outpatient Hospital	0% coinsurance after deductible	0% coinsurance after deductible

**Emergency Services**

Urgent Care	\$5 copay; Waived for dependents through age 18 and/or 0% coinsurance after deductible	\$5 copay; Waived for dependents through age 18 and/or 0% coinsurance after in-network deductible
Emergency Room Services*	\$50 copay and/or 0% coinsurance after deductible	\$50 copay and/or 0% coinsurance after in-network deductible
Ambulance	0% coinsurance after deductible	0% coinsurance after in-network deductible

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