

Medical and Psychologist Consulting Services Recruitment

STATE OF WISCONSIN
Department of Health Services
Division of Health Care Access and Accountability
DISABILITY DETERMINATION BUREAU

For further information, contact:

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1. GENERAL INFORMATION

1.1 Introduction and Background

The Disability Determination Bureau (DDB), Division of Health Care Access and Accountability (DHCAA), Department of Health Services (DHS), State of Wisconsin is an agency which makes determinations of disability under Titles II, XVI and XIX of the Social Security Act under contract with the Social Security Administration (SSA).

The disability determination process requires consultation services from qualified doctors of medicine or osteopathy, psychologists, and speech-language pathologists, hereinafter referred to variously as Consultants, on an ongoing basis in order to complete the disability determination function.

All consulting work is the review of electronic and written records and reports. Consultants do not have any direct patient contact.

DDB is interested in receiving applications from professionals with a wide variety of clinical and disability related experience. DDB encourages all interested and qualified medical professionals to apply and recommends that all applicants closely read the Application specifications and application review procedures to determine the likelihood of their eligibility.

1.2 Medical Consultant Role

The role of the Medical Consultant in the disability determination process includes, but is not limited to, the following activities:

- 1) Evaluating evidence to determine its adequacy for making disability decisions.
- 2) Assessing the severity of impairments and describing the functional capacities or limitations imposed by impairments.
- 3) Discussing with disability determination specialists and other agency staff ways to resolve problems in getting evidence of record.
- 4) Reviewing requests for consultative examinations in certain specific claims to assure that consultative examinations are necessary to resolve the issues in question. This includes assisting examiners in determining the appropriate exam type or clinical test to request.
- 5) Evaluating medical questions and making recommendations for improvement on letters and other forms of communication designed to obtain the proper evidence needed to determine disability.
- 6) Discussing with agency staff members ways to improve relations with the medical community and to assist in consultative examiner recruiting efforts.
- 7) Discussing with agency staff ways to improve disability specialist understanding and use of medical evidence.

- 8) Reviewing consultative reports for deficiencies in content and recommending ways to avoid deficient reports.
- 9) Contacting treating and examining doctors by telephone to obtain or clarify medical information of record. Completing a written report of contact summarizing the information gathered during the call.
- 10) Reviewing disability determinations to assure integrity of decision based on medical evidence and signing determinations.
- 11) Serving as referring physician (Medical and Osteopathic Doctors only) by authorizing medical tests and exams necessary to evaluate adult and childhood disability in cases of insufficiency of medical evidence of record. These tests are performed by consultative examination doctors. Tests may include, but may not be limited to, blood tests, x-rays, pulmonary function tests, cardiac exercise tests (treadmills), Doppler tests, CO diffusion studies, EEGs, and EMGs, or any combination thereof. Occupational, speech, and physical therapy evaluations may also be needed depending on the circumstances of each case. The medical consultant's role in approving these tests is determining whether or not the testing is medically contraindicated.
- 12) Serving as a Review Consultant on cases currently under appeal with the Social Security Administration's Office of Hearings and Appeals.

1.3 Medical Consultant Educational and Licensing Requirements

Medical Consultants must hold an unrestricted license from the State of Wisconsin as one of the following:

- A. Medical Doctor
- B. Doctor of Osteopathy
- C. Clinical Psychologist

A qualified clinical psychologist must be licensed or certified as a psychologist at the independent practice level of psychology in Wisconsin; and possess a doctorate degree in psychology from a program in clinical psychology from an educational institution accredited by an organization recognized by the Council on Post-Secondary Accreditation.

Proof of licensing and/or certification in all the above disciplines shall be provided before any contractual engagement is executed.

Exception: SSA regulations allow for this work to be performed at any secure SSA location in the United States. In the event that a qualified candidate is selected to work for Wisconsin but lives in another state, they would be required to hold an unrestricted license from that state, (i.e., the MC must have an unrestricted license in the state where they are physically located).

1.4 Experience

All applicants must have recent journey level clinical experience and/or Social Security disability determination experience. The more relevant and more recent any journey level clinical and/or Social Security disability determination experience, the more qualified the applicant.

All work is performed in an electronic and paper case folder environment. Clerical assistance in support of the contracted duties is not provided. Thus, all consultants must personally possess basic computer skills including experience in keyboarding and working in a Windows-based computer environment.

1.5 Suitability

All Applicants selected for further consideration in the process will be subject to a suitability check consisting of a criminal background check. **As part of your Application, please submit DHS F-80838 (Attachment D) in a separate sealed envelope clearly labeled Suitability.** This sealed envelope will be forwarded to the entity performing the suitability checks. DDB does NOT perform these checks and will only know if the results are adverse.

Suitability is a personnel/hiring concept that refers to whether the identifiable character traits and conduct of an individual may reasonably be expected to either interfere with or prevent effective performance in the position for which he or she is being considered, or prevent effective performance of the duties and responsibilities of the employing agency.

Suitability is distinguishable from a person's ability to fulfill job qualification requirements as measured by experience, education, knowledge, skills and abilities. The need for suitability involves SSA's responsibility to safeguard our records, data, systems, and premises, and thereby protect the public trust and national security interests.

Minimum Requirement for DDS Suitability—Statewide Criminal Background Check

SSA requires that each DDS conduct a statewide criminal background check on all prospective full- or part-time employees and contractors, including medical consultants. These checks should be completed prior to authorization of systems access, but if necessary, access can be granted first with completion of the check to follow as soon as possible.

1.6 Agency Needs

DDB needs Consultants in the specialty areas indicated below. The number of medical Consultants in each area is determined by the needs of the agency to process its workload. The following numbers are estimates and imply no guarantee of future work by DDB. The actual medical consulting needs of the agency at any given time are determined by the federal and state workloads assigned to the agency by its parent organizations. The following numbers are estimates and imply no guarantee for the actual number of contracts and hours awarded.

A) Licensed Physicians – Adult

Minimum individual Consultant contract hours per contract year: 720

Skills / Knowledge required: Evaluating cases in a wide range of physical impairment areas including, but not limited to, areas of internal/family medicine, oncology, neurology, orthopedics/physical medicine, and ophthalmology, as well as the ability to interpret X-rays, EKGs, pulmonary function tests and basic vision tests.

B) Psychology/Psychiatry (Adult Cases) -

Minimum individual Consultant contract hours per contract year: 720

Skills / Experience required: Evaluating cases with mental impairments. Ability to assess limitations of function and of ability to engage in appropriate daily and work-related activities based on clinical information relative to mental status and mental abilities. Ability and experience in interpreting psychometric tests.

C) Psychology/Psychiatry (Child Cases) -

Minimum individual Consultant contract hours per contract year: 720

Skills / Experience required: Ability to evaluate cases with childhood mental impairments and to assess limitation of ability to engage in age-appropriate daily activities based on clinical information relative to mental status and mental abilities. Ability and experience in interpreting psychometric tests.

1.7 Hours, Work Location, and Schedules

All consulting work must be performed between the hours of 6:00 AM and 7:00 PM, Monday through Friday. Consultants may perform the contracted services and bill for a maximum of eleven (11) hours on any given day. These requirements ensure an appropriate overlap between the Consultant's hours and the schedules of most disability examiners and community-based medical professionals with whom contact may be required.

The work will generally be performed on the premises of the DDB at 722 Williamson St, Madison, WI. Exceptions to this policy may be accommodated based on DDB's needs and all such exceptions require prior approval by the Director of DDB or designee. In no case, however, may work be performed outside of an SSA facility or other approved state or federal facility due to the need to secure the highly confidential information involved in the work. Requests to work off-site will only be considered from Consultants who have at least twelve (12) months of prior contract experience with the DDB or with another Disability Determination Service. As Consultants who work off-site are unable to perform the full range of consultant work, pay adjustments will be required for all off-site contracted work.

Individual Consultant's schedules shall be established to ensure a timely flow of cases to meet SSA's workload expectations for the DDB and shall, at minimum, include a schedule of hours at least two to three (2-3) business days each week. Consultants with specialized medical or psychological expertise may be permitted to work less than seven hundred twenty (720) hours per contract year if their specialized knowledge fits a critical DDB need.

No consulting work can be performed on, nor shall time be billed for any day the DDB is closed for business, including, but not limited to the State Holidays of January 1, Martin Luther King Day, Memorial Day, July 4, Labor Day, Thanksgiving, December 24, December 25, and December 31.

1.8 Quality, Accuracy, Timeliness and Productivity Performance Expectations for Medical Consultants

Consultants are expected to complete cases with acceptable quality, timeliness, productivity and accuracy.

The quality and accuracy of Consultants' services will be reviewed and measured by:

- 1) The adequacy of review and evaluation of medical issues under Social Security and State laws, regulations and administrative policies;
- 2) The decisional accuracy as it relates to the medical specialty of the decisions signed by the medical consultant; The accuracy expectation will be an overall assessment based on the frequency and the type of error made along with an assessment of the MC's role in any oversight. Cases that are reviewed for this purpose include those assessed by DDB's Quality Unit, the Regional Offices of Quality Assurance, Medical Relations Officer review, and Supervisory and Section Chief reviews.
- 3) The clarity and adequacy of response to requests for written or verbal consultation;
- 4) The cooperative and professional relationship established and maintained with DDB employees, fellow Consultants, and members of the medical community at-large; and
- 5) The adequacy of information obtained by telephone from treating and consultative examining physicians to include adequacy and clarity of the written report of contact.

Timeliness considerations for the Medical Consultant work:

Because of time limitations imposed by Social Security regulations, cases referred to the Consultant for determination, signature and review only will generally be expected to be completed within one Consultant working day of receipt. Cases referred for medical consultation review will be expected to be completed within three (3) Consultant working days of receipt. Cases with telephone calls will have actions taken within three (3) Consultant working days of receipt. These time limitations may be adjusted by mutual agreement of DDB and the Consultant, based on varying workloads and any other factors identified by DDB.

Minimum Medical Consultant productivity expectations shall be:

Physician Medical Consultants: an average of 2.6 cases per hour

Psychological Consultants: an average of 2.2 cases per hour

Consultants without Social Security Disability Determination Program experience will receive an orientation to the program and shall work with DDB staff and other Consultants for a reasonable period of time not to exceed six months before these expectations are fully implemented.

1.9 Definitions

The following definitions are used throughout the document.

Applicant means an individual submitting an application.

Medical Consultant means a Wisconsin licensed doctor of medicine or osteopathy; or qualified clinical psychologist (see Section 1.3 for description of a qualified clinical psychologist), or speech-language pathologist.

Disability Program means the program under which determinations of disability are made pursuant to requirements of Titles II, XVI or XIX of the Social Security Act, and regulations and rules of the Social Security Administration and the State of Wisconsin.

1.10 Clarification of the Specifications and Requirements

If additional information is needed to interpret specifications or understand the process, written questions will be accepted by post, fax, or e-mail as follows:

**Gail Westbury, Team Leader
Disability Determination Bureau
722 Williamson Street
Madison, Wisconsin 53707-7886
FAX: 608-261-6998
e-mail: gail.westbury@ssa.gov**

Applicants may arrange to visit the agency to view the physical surroundings. Any visit shall be scheduled by the Applicant and Gail Westbury (see contact information above) at least three (3) business days in advance.

1.11 Contract Term and Funding

The Contract shall be effective until December 31, 2010 with an option by mutual agreement of DDB and the Contractor to renew for additional one-year periods, subject to annual State approval of Governor's Waiver Approval: Case No. JD0642.

Contracts awarded are contingent upon application of Wisconsin and United States law, rule, or directive. Any material amendment or repeal of the same affecting relevant funding or authority of the Agency shall serve to revise or terminate any Contract, except as further agreed to by DDB and the Contractor.

The contract currently in use is included, for informational purposes only, as Attachment B; the actual contract that ensues may be different.

2. PREPARING AND SUBMITTING AN APPLICATION

2.1 General Instructions

Contracts developed between DDB and Consultants will be based on a combination of the aforementioned responses, references, an interview, and positive evaluation of the verification of qualifications, experience and/or licensing status.

Applicants should respond, clearly and completely, to all requirements. Failure to respond completely may be the basis for rejecting an application.

Note: Upon submission by the Applicant, the application and any accompanying documentation become a public record subject to State and Federal open records regulations and laws.

2.2 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by Applicants.

2.3 Submitting the Application

Applicants must submit all materials required to:

**Gail Westbury, Team Leader
Disability Determination Bureau
722 Williamson Street
Madison, Wisconsin 53707-7886
FAX: 608-261-6998
e-mail: gail.westbury@ssa.gov**

2.4 Application Organization and Format

Applications should be typed and submitted on 8.5 by 11 inch paper. Applications shall, at minimum, be organized with the following headings and subheadings. Each heading and subheading should be clearly marked. (The relevant sections are referenced in the parentheses.)

Cover Page
Introduction
Response to general qualifications (4.1)
Response to technical qualifications (4.2)
Consulting Specialty, Hours and Schedule Application (4.3)
Form DHS F-80838 – in SEPARATE sealed envelope

2.5 Sample Application

Applications should be typed and submitted on 8.5 by 11 inch paper stapled or bound securely and address the following sections: Cover Page; Introduction; Response to general qualifications; Response to technical qualifications; Consulting Specialty, Hours and Schedule proposal; Rate proposal

Applicants are not required to use this specific format but the Application must contain all the required data elements and components listed to be considered complete.

Right to Reject Applicants and Negotiate Contract Terms

The Agency reserves the right to reject any and all Applicants and to negotiate the terms of the contract, including the award amount, with the selected Applicant prior to entering into a contract.

3. APPLICATION SELECTION

3.1 Review of Mandatory Requirements

All applications will first be reviewed to determine if mandatory requirements listed in Sections 1.3, 1.4 and 1.5 are met. Failure to meet mandatory requirements may result in rejection of the application.

3.2 Evaluation Standard

All Applicants will be evaluated using a formula applied equally to all Applicants. The formula will consider a combination of clinical and consulting experience and breadth, and certification. Applicants will earn more points for higher experience and certification level.

Successfully scoring Applicants will be asked to interview and to submit to an assessment of their writing skills if requested by DDB.

The evaluation process will continue until the needs of the DDB are met. All applications will be kept on file for 3 years.

4.0 GENERAL APPLICATION REQUIREMENTS

4.1 Qualifications

The Applicant shall describe relevant education and professional training required to be licensed as a medical doctor, doctor of osteopathy, psychologist, or speech and language pathologist. The description shall include all professional experience of the Applicant after the date of licensure.

The Applicant shall disclose any restrictions placed on the license by any state or territorial licensing board with a detailed explanation of the cause of any such restrictions. Complete information about any pending or prior disciplinary actions or investigations by the state regulatory agency must be provided.

The Applicant shall describe in detail his or her qualifications to perform consulting work in the consulting specialty for which the application is being made to the Disability Determination Bureau or a Disability Determination Service under contract with the Social Security Administration in another state.

The description should include any past experience with evaluation of disability under laws (Titles II, XVI and XIX of the Social Security Act) and regulations and rules of the SSA and the State of Wisconsin.

The Applicant shall describe training, experience and abilities to use personal computers in a Windows-based environment.

4.2 Technical Qualifications

The Applicant shall submit a copy of the State or Territorial license to practice medicine or osteopathy, or psychology; speech-language pathology; or equivalent certification of such a license.

The Application shall include appropriate documentation of the Applicant's "Board Certification" in any specialties in the practice of medicine or osteopathy.

4.3 Consulting Specialty, Hours and Schedule, and Referrals

The Applicant shall specify the consulting specialty for which the application is being made (see 1.3), indicating a total number of hours for the year, a schedule for an average number of hours a week, and a weekly schedule of days on which hours will tentatively be scheduled.

An optional application may be made by an MD or DO willing to serve as a referral physician as described in Section 1.2 (11).

5.0 COST AND RATE INFORMATION

5.1 Physician Rates

Maximum reimbursement rates for medical doctors (MD's) and doctors of osteopathy (DO's) shall be:

\$64 per hour with less than 12 full months of disability program experience OR productivity less than minimum as state above. (Experience performing consultative examinations does not satisfy this experience requisite)

\$70 per hour with more than 12 full months of disability program experience and demonstrated proficiency to produce cases at the expected production level, timeliness, quality and accuracy for the relevant medical specialty. Experience performing consultative examinations does not satisfy this experience requisite.

At the sole discretion of DDB, additional reimbursement of \$3.00 an hour may be offered to otherwise successful applicants with (1) a sustained high level of case productivity currently defined as a minimum hourly production of 4.25 cases. In the future, this productivity standard may be adjusted to a comparable level by DDB to reflect changes in DDB business processes or work flow, and (2) a record of high quality of case consultation as described in the Quality, Timeliness and Productivity Performance Expectations section. Applicants who did not contract with the DDB during the prior contract year will not be eligible for this supplement.

At the sole discretion of DDB, additional reimbursement of \$5.00 an hour may be offered to otherwise successful applicants who are qualified to serve as consultative examination referral physicians and are qualified in all areas of physical impairment evaluation including cardiac and pulmonary stress testing.

Physicians who receive permission from DDB to work off-site will receive a base hourly rate that is \$5.00 less than their contracted, on-site base hourly rate. This reduced rate is in effect for any hours billed for case consulting work performed at an approved alternate site.

5.2 Psychologist Rates

Maximum reimbursement rates for psychologists shall be:

\$47 per hour with less than 12 full months of disability program experience OR productivity less than minimum as state above. (Experience performing consultative examinations does not satisfy this experience requisite).

\$53 per hour with more than 12 months of disability program experience and demonstrated proficiency to produce cases at the expected production level, timeliness, quality and accuracy for the relevant medical specialty. Experience performing consultative examinations does not satisfy this experience requisite.

At the sole discretion of DDB, additional reimbursement of \$3.00 an hour may be offered to otherwise successful Applicants with (1) a sustained high level of case productivity currently defined as a minimum hourly production of 3.85 cases. In the future, this productivity standard may be adjusted to a comparable level by DDB to reflect changes in DDB business processes or work flow, and (2) a record of high quality of case consultation in the Quality, Timeliness and Productivity Performance Expectations section. Applicants who did not contract with the DDB during the prior contract year will not be eligible for this supplement.

Psychologists who receive permission from DDB to work off-site will receive a base hourly rate that is \$5.00 less than their contracted, on-site base hourly rate. This reduced rate is in effect for any hours billed for case consulting work performed at an approved alternate site.

6.0 STANDARD CONTRACT TERMS, CONDITIONS AND REQUIREMENTS

Refer to State of Wisconsin forms DOA-3054 and DOA-3681 for Standard Terms and Conditions.

The State of Wisconsin reserves the right to incorporate standard state contract provisions into any contract negotiated with any Application submitted. Failure of the successful Applicant to accept these obligations in a contractual agreement may result in cancellation of the award.

6.1 Acceptance of Application Content

The contents of the successful contractor's application will become contractual obligations in the event of a contract award.

6.2 Conflict of Interest

The Contractor agrees not to perform consultative examinations for any Disability Determination Service in any state unless the performance of consultative examinations in specific locations has been approved in writing by DDB.

The Contractor will notify DDB, in writing, of any financial interest, (including that of any member of his/her family) in a firm which provides consultative examinations to any State Disability Determination Service.

6.3 Termination of Contracts

DDB may terminate a contract at any time at its sole discretion by delivering thirty (30) calendar days written notice to the contractor. Upon termination, DDB's liability will be limited to the cost of services performed as of the date of termination.

Although DDB reserves the right to terminate any contract without cause, termination for cause may occur for the following and for other unspecified reasons, as solely determined by DDB. Termination for cause shall be effective immediately upon written notification to the contractor.

- Productivity or quality below the minimum standards cited in Section 1.7
- Violation of Department of Health Services (DHS) work rules.
- Violation of DDB or SSA computer-use policy and agreements.
- Inappropriate and unprofessional communications made on case records or in other communications with co-workers.
- Violation of the State of WI, DHS zero tolerance policy for violence and threats in the workplace.
- Any remarks (written and oral) or behavior deemed to be unacceptable by or detrimental to DDB's mission.

The Contractor may terminate a Contract at any time, by delivering thirty (30) calendar days written notice to DDB.

Less than thirty (30) calendar days notice of termination of the contract may be negotiated between DDB and the Contractor by mutual consent.

6.4 Recordkeeping and Record Retention

Contractor shall maintain such records as required by State and Federal Law.

6.5 Executed Contract to Constitute Entire Agreement

In the event of contract award, the definitive contract will constitute the entire agreement of the parties and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to execution of the contract.

6.6 Confidential Information

The use or disclosure of any disability claim information for any purpose not connected with the administration of the Disability Determination program is prohibited and shall result in immediate contract termination.

6.7 License Certification and Medical Program Eligibility

Contractors will certify that their license to practice has not been terminated, revoked or surrendered within the last 10 years nor is it currently suspended in any State or U.S. Territory.

Contractors will certify that they have never been suspended from participating in any federal, state or local medical program (for example, Title XVIII-Medicare or Title XIX - Medical Assistance).

7.00 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payments

Payments shall be made by the Agency to the Contractor upon receipt of itemized (per hour of work) invoices submitted to the Agency.

Payment will be on a bi-weekly basis, and will normally be made within 21 days of receipt of the last invoice of the pay period.

7.2 Liability

The Contractor is responsible for his/her own liability insurance. Consultants who serve as referring physicians for consultative examinations are required to demonstrate proof of liability insurance.

ATTACHMENT A – Sample Application

Application to Provide Consulting Services

Submitted to: State of Wisconsin
Disability Determination Bureau

Month day Year

By: Pat A Smith, MD
1600 State St
Madison, WI 53700

Telephone (608) 555-3500

Introduction:

I propose to provide medical consulting services to the State of Wisconsin, Disability Determination Bureau starting on Month Day, Year.

Name and address: Pat A Smith MD
1600 State St
Madison, WI 53700

Telephone: (608) 555-3500

Qualifications: (Refer to Section 4.1)

(A standard VITA covering all of the requested information can be submitted for this section.)

Education:

High School Diploma – Central High School, Madison, WI, 1966

B.S. in Chemistry – University of Wisconsin, Madison, 1970

M.D. – University of Wisconsin Medical School, Madison, 1974

Advanced Seminar in EKG Interpretations – University of Wisconsin Medical School, 1986

License:

License #40988 – State of Wisconsin – 1976

Board Certification:

American Board of Cardiology, 1979

Experience:

Internship, Madison City Hospital, 1975-76

Internal Medicine Residency, Madison City Hospital, 1976-77

Private Practice of Internal Medicine, SMITH CLINIC, Madison, WI, treating adult patients, specializing in cardiology and infectious diseases (including Acquired Immune Deficiency Syndrome), 1979 to present

On Staff – Madison City Hospital, 1978 to present

Assistant Professor of Internal Medicine, University of Wisconsin Medical School, 1986 to present

Part-time Medical Consultant to the Wisconsin Disability Determination Bureau, reviewing general disability cases, interpreting EKGs and x-ray reports, 20 hours per week, 1996 to present

Technical Qualifications: (Refer to Section 4.2)

(Attach photocopies of State of Wisconsin license and any Specialty Board certificates.)

Consulting Specialty, Hours and Schedule:

(Refer to Section 4.3)

I apply to provide consulting services in Internal Medicine, interpreting EKG and X-ray test reports, and evaluating the severity of all types of physical impairments. I have specialized knowledge and experience with diseases associated with Acquired Immune Deficiency Syndrome.

I would like to contract for 1600 hours per year.

I would like to schedule the hours over 49 weeks during the year, averaging 33 hours a week.

I would like to work 6 to 8 hours a day, on Mondays, Tuesdays, Thursdays and Fridays.

(Signature)

Pat A Smith, MD

(Date)

CONTRACT FOR PURPOSE OF MEDICAL CONSULTING SERVICES

CONTRACTOR'S NAME:

THIS CONTRACT IS made and entered into by and between the State of Wisconsin, by the Department of Health Services, Division of Health Care Access and Accountability (DHCAA), Disability Determination Bureau (Purchaser) and the above named Contractor.

WHEREAS, Purchaser, whose address is 722 Williamson Street, Madison, WI 53703 wishes to purchase Medical Consultant Services from the Contractor as it is authorized to do by Wisconsin law;

WHEREAS, the Department is directed, under Sections 404.1601 through 404.1690 of Title 20 of the Code of Federal Regulations, to provide determinations of disability;

WHEREAS, the Contractor is engaged in furnishing the desired service;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Purchaser and Contractor agree as follows:

I. GENERAL

A. PERIOD OF PERFORMANCE

Subject to the terms and conditions set forth in this contract, the Contractor will provide the services hereinafter set forth for the contract period of January 1, 2010 through December 31, 2010.

B. PLACE OF PERFORMANCE

Services will be provided at the Disability Determination Bureau (DDB) facility located at 722 Williamson Street, Madison, Wisconsin or at an alternate site approved by the Disability Determination Bureau Director.

C. INDEFINITE QUANTITY

This is an indefinite-quantity contract for the services specified and effective for the period stated. The quantities specified are estimates only and are not purchased by this contract.

D. RIGHT TO TERMINATE CONTRACT

1. The Purchaser may terminate the Contract at any time at its sole discretion by delivering 30 days written notice to the Contractor. Upon termination, the Purchaser's liability will be limited to the actual costs incurred as of the date of

termination plus any termination expenses having prior written approval of the Purchaser.

2. The Contractor may terminate this Contract by delivering written notice to that effect to the Purchaser not less than 30 days prior to termination. In the event the Contractor terminates, for any reason whatsoever, it will refund to the Purchaser, any payment made by the Purchaser to the Contractor which exceeds actual costs incurred as of the date of termination.
3. If the Contractor commits a serious breach of professionalism, the Purchaser shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof without regard to the provisions as specified in Section D.1. above. Examples of such serious breaches include, but are not limited to:
 - a. Fraud or theft
 - b. Violation of the Department of Health Services (DHS) work rules.
 - c. Violation of the State of Wisconsin, Department of Health Services zero tolerance policy for violence and threats in the workplace.
 - d. Violation of harassment policies, including but not limited to, sexual harassment.
 - e. Violation of DDB or Social Security Administration (SSA) computer-use agreements.
 - f. Inappropriate and unprofessional communications made on case records or in other communications with others as part of the necessary communications required in the position of a medical consultant.
 - g. Any remarks (written or oral) or behavior deemed to be unacceptable or detrimental to DDB's mission.
4. The State of Wisconsin reserves the right to cancel any contract, in whole or in part without penalty due to non-appropriation of funds.

E. APPLICABLE LAW

The resulting contract shall be governed under the laws of the State of Wisconsin. The Contractor shall, at all times, comply with and observe all Federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

F. REVIEW

Liaison with the Purchaser will be through the Director, Disability Determination Bureau, who will represent the Purchaser's interest in coordinating the Contractor's provision of services as outlined in the Contract.

G. RESOLUTION OF CONTRACT DISPUTES

Disputes should be addressed to the Purchasing Officer of the Division of Health Care Access and Accountability. Any dispute arising as to quality and quantity shall be

resolved through existing procurement procedures. A good faith dispute creates an exception to the prompt payment solely for the services subject to such dispute.

H. NONDISCRIMINATION/AFFIRMATIVE ACTION

Section 16.765 of the Wisconsin Statutes requires the following provision to be followed in every contract executed by agencies of the State. The Contractor agrees to the provisions as stated below:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

I. PUBLICATION

If this Contract results in a book or other material, Purchaser reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material from the program.

Any discovery or invention arising out of, or developed in the course of work aided by this Contract, shall be promptly and fully reported to the Purchaser.

J. LIABILITY INSURANCE

Medical Consultants are personally responsible for all liability in the performance of their duties under this contract and for obtaining, at their expense, liability insurance if they deem it necessary. However, those consultants who take on the additional responsibility of approving certain consultative examination tests (Pulmonary Function Testing, Treadmill exercise testing, etc.) as mandated by the Social Security Administration (SSA) must obtain liability insurance, at their expense, and demonstrate proof to DDB of adequate coverage.

L. DISCLOSURE

If a state public official (s. 19.42(14), Wisconsin Stats.) or a member of a state public official's immediate family is a party to this Contract, and if this Contract involves payment of more than three thousand (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wisconsin Stats., before signing the contract. Disclosure must be made to the

State of Wisconsin Ethics Board, 125 South Webster Street, Madison, Wisconsin 53707
(Telephone: 608-266-8123).

M. **CONFLICT OF INTEREST**

The Contractor agrees not to perform consultative examinations for any Disability Determination Service except as approved by the Disability Determination Bureau Director. The Contractor will notify the Purchaser, in writing, of any financial interest, (including any member of his/her family) in a firm that provides such examinations.

N. **CONFIDENTIALITY**

The use or disclosure of any disability claim information for any purpose not connected with the administration of the Disability Determination program is prohibited.

1. **Scope of Work:** The Contractor shall not further disclose any information that identifies the claimant, physician, or any other claimant specific information without documented permission of the Disability Determination Bureau. Such disclosures will subject the Contractor to the penalties of the Federal Privacy Act. With regard to any disclosure of confidential information as defined in the Health Insurance Portability and Accountability Act of 1996, the Contractor must ascertain that that disclosure was compliant with HIPAA.
2. **Facility Security:** The contractor must perform all work in a secure facility (facilities) which ensures the confidentiality of all reports. This requires all work pertaining to this contract to be performed at a Disability Determination Service or at an approved Social Security Administration facility.
3. **Special Terms & Conditions:** No portion of the work assigned to a Contractor shall be subcontracted under any circumstances.
4. **Loss Reporting – Personally Identifiable Information (PII):** The contractor is responsible for safeguarding personal health information and other personally identifying information and immediately reporting any loss to the Strategic Management and Medical Support Section Chief. The contractor should gather the following information to report the loss of such information: Contact information, description of loss (including time and location), what safeguards were used, which components (divisions or areas) were involved, whether external organizations were contacted, and whether other reports have been filed (e.g., law enforcement).
5. **Confidential Information:** During the term of this contract and thereafter, the Contractor shall respect the confidentiality of confidential data, information, and other such matters disclosed and entrusted to him/her in the contract. Upon contract end, the Contractor shall return to the Disability Determination Bureau all such confidential matters in their possession, and further agrees not to use knowledge of such information without the expressed written permission of the Disability Determination Bureau.
6. **Enforcement & Recommendations:** The Disability Determination Bureau maintains the right to conduct periodic reviews, including electronic reviews of

Email and Internet transactions to ensure compliance with contract specifications and procedures.

O. RECORDS

1. Contractor shall maintain such records as required by State and Federal law and Purchaser.
2. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of Purchaser and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this contract.
3. Contractor agrees to retain and make available to Purchaser all program and fiscal records such as required by State and Federal laws until the audit and subsequent audit resolution processes have been completed.

P. SUITABILITY

Suitability is a personnel/hiring concept that refers to whether the identifiable character traits and conduct of an individual may reasonably be expected to either interfere with or prevent effective performance in the position for which he or she is being considered, or prevent effective performance of the duties and responsibilities of the employing agency.

Suitability is distinguishable from a person's ability to fulfill job qualification requirements as measured by experience, education, knowledge, skills and abilities. The need for suitability involves SSA's responsibility to safeguard our records, data, systems, and premises, and thereby protect the public trust and national security interests.

SSA Policy for DDS Suitability Programs

SSA is required to provide reasonable assurance that all users of SSA systems—including Purchaser's users—undergo suitability checks before they access sensitive information. Purchaser's security controls for access to claimant data on SSA and Purchaser's systems, as well as access to Purchaser's facilities, will include personnel suitability screening procedures.

Although SSA regulations reserve governance of personnel matters to the States, SSA expects that Purchaser will maintain and administer an effective suitability program. DI 39566.080C establishes SSA's minimum requirement that Purchaser's suitability programs include a statewide criminal background check. Beyond that minimum requirement, Purchaser has broad discretion on the composition, implementation and administration of its suitability programs.

Minimum Requirement for DDS Suitability—Statewide Criminal Background Check

SSA requires that Purchaser conduct a statewide criminal background check on all prospective full- or part-time employees and contractors, including medical consultants. These checks should be completed prior to authorization of systems access, but if necessary, access can be granted first with completion of the check to follow as soon as possible.

II. SCOPE OF SERVICES

- A. The Contractor agrees to provide the following services:
1. Review disability claim medical case file data in accordance with DDB guidelines/procedures and Social Security Administration (SSA) policy for a determination of medical severity of claimant's conditions.
 2. Provide verbal and written consultation on medical issues relating to disability as mutually agreed to by the Purchaser and Contractor.
 3. Participate in public and professional relations activities concerning the disability program as mutually agreed to by the Purchaser and the Contractor.
- B. This contract is for \$XX.00 per hour for up to XXXX hours during the contract year (approximately XX hours per week). The Contractor will work with the Coordinator of Medical Consultant Services to schedule work and hours to meet both the Contractor's and the Purchaser's needs.
- C. This Contract contains the following expectations as to quality, timeliness and quantity of performance.
1. Quality – Quality of Contractor's services will be reviewed and measured by:
 - a. Accuracy of review and adequacy of evaluation of medical issues under SSA and State laws, regulations and administrative policies;
 - b. Accuracy and adequacy of response to requests for written or verbal consultation;
 - c. The cooperative and professional relationship with employees of the Purchaser, other Contractors and other members of the medical community;
 - d. Adequacy of information obtained by telephone from treating and consultative exam physicians to include the adequacy of the written report of contact.
 2. Timeliness –
 - a. Completed cases referred to the Contractor for determination signature will be completed within one (1) Contractor working day of receipt.
 - b. Cases referred for medical consultation will be completed within three (3) Contractor working days of receipt.
 - c. Cases with telephone calls will have actions completed within three (3) Contractor working days of receipt.
 - d. The above time limitations may be adjusted by mutual agreement of the Purchaser and Contractor.

3. Quantity of Work –
 - a. The following specifies the minimum average number of cases to be completed per hour: Psychology/Psychiatric (either adult or child) 2.2; Internal Medicine and other adult specialties 2.6; Pediatric 2.6; Speech-Language Pathology 1.8.
 - b. The minimum expectation recognizes the nature of the case work by specialty, the capability of the Contractor, and the expected Contractor activity with pre-determination medical review.
 4. Reports covering Contractor performance will be provided quarterly, or upon request.
- D. Case work consultation is performed in an automated environment. The contractor will view claims related information from electronic formats; complete narrative consultations and forms on-line; read and answer email messages. The Disability Determination Bureau will provide orientation to the consultant in all areas of computer expectations. After orientation and follow-up clarification, the contractor is expected to attain proficiency with automated processes sufficient to perform the tasks of the consulting work.
- E. The Purchaser will provide the following services:
1. Support staff services
 2. Space
 3. Equipment
 4. Material
 5. Communication (telephone and mail for purchaser business)
 6. Program reference material

III. PAYMENTS

- A. Payment shall be made by the Purchaser to the Contractor upon receipt of itemized (per hour of work) invoices submitted to the following address:
- Department of Health Services,
Division of Health Care Access and Accountability,
Disability Determination Bureau,
722 Williamson Street, Madison, WI 53703
- B. Contractor will submit signed weekly invoices. Invoices must show:
1. Time period of service
 2. Number of hours of case related service provided
 3. Number of hours of non-case related service provided
 4. Purchase order number
- C. Payment will be on a bi-weekly basis and normally be made within 21 days of receipt of a properly submitted invoice.

- D. Limitation of Costs – The total cost, both direct and indirect, of performing the tasks under Paragraph II of the Contract shall be \$XXX per hour.

IV. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of Purchaser shall serve to revise or terminate this Contract, except as further agreed to by the parties hereto.
- B. Purchaser and Contractor understand and agree that no clause, term or condition of this contract shall be construed to supersede the lawful powers or duties of either party.
- C. License Certification
1. Contractor certifies by signing this Contract the following:
 - a. Contractor is currently licensed in the State of Wisconsin.
 - 1.) License No. _____
 - 2.) Date of Issuance _____
 - b. Contractor agrees to maintain the license under Section IV.C.1 throughout the period of the contract under Section I.A.
 - c. Contractor's license has not been terminated or revoked within the last 10 years nor is it currently suspended in any state, Puerto Rico or the District of Columbia.
 - d. Contractor has never been suspended from participating in any federal, state or local medical program (for example, Medicare/Medicaid).
 - e. Contractor certifies he/she is not currently working for or is not under contract with the Social Security Administration.
 2. False certification of the above information is grounds for Termination of this Contract under Section I.D.3., Termination of Contract.
 3. Contractor agrees to notify Purchaser within 2 Contractor days of any suspension, revocation or termination of the Contractor's license.
- D. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. The contents of the Contractor's application, including all addenda and revisions thereto, and additional terms agreed to, in writing, by the Department and the Contractor shall become part of the contract. Failure of the Contractor to accept these as binding contractual obligations may result in a cancellation of the contract. The following priority of documents constituting the

ATTACHMENT C -- APPLICANT REFERENCE FORM

APPLICANT
NAME: _____

Provide reference name, address, contact person, telephone number.

Company /
Individual Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Relationship to Applicant: _____

Company /
Individual Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Relationship to Applicant: _____

Company /
Individual Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No _____

Relationship to Applicant: _____

Company / Individual
Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No _____

Relationship to Applicant: _____

ARREST AND CONVICTION INFORMATION EMPLOYMENT APPLICATION SUPPLEMENT

The position for which you are an applicant is one in which a conviction or a pending criminal charge including misdemeanors and felonies could eliminate you from further consideration if the circumstances of such a charge or conviction are found to be substantially related to the job. Therefore, applicants interviewed for this position are required to provide information about convictions and pending criminal charges. Applicants who do not complete the arrest and conviction form will be removed from the list of potential hires for failure to complete the process. Current employees may also be required to provide information about convictions and pending criminal charges.

In addition to providing the information requested below, you and the employment interviewer may be discussing the facts and circumstances of any pending criminal charge or conviction to determine its relationship to the duties and responsibilities of the position.

Personally identifiable information on this form will be used to obtain relevant data as noted under the provisions of Wisconsin Statutes 111.31-111.395. Providing your Social Security Number is optional; however, your Social Security Number is one of the unique identifiers used to verify information provided.

COMPLETE ALL ITEMS FULLY AND ACCURATELY. PRINT OR TYPE ALL INFORMATION.

Position for Which You Are Applying – Civil Service Title

Applicant – Legal Name

Social Security Number

Applicant – Other Name(s) Used

Gender
(Check One)
 Male
 Female

Birthdate
(Use Numbers for Month/Day/Year, e.g., 01 02 75)
Month Day Year

Racial / Ethnic (Check ONLY One)

- Black (Not of Hispanic Origin)
 Asian or Pacific Islander (includes Indian Subcontinent Origin)
 American Indian / Alaskan Native
 Hispanic (Mexican, Puerto Rican, or Other Spanish Culture)
 White

Have you ever been arrested, with charges now pending?

- Yes – Arrest Date _____
 No

Have you ever been convicted?

- Yes – Conviction Date _____
 No

Name and Location of Court

Nature of the Offense(s) (If necessary, attach additional pages)

To the best of my knowledge, the information above is true and complete. I understand that this information will be checked either before or immediately following actual employment in the position and that any false or misleading information will result in disqualification of further employment consideration or termination of employment. I also understand that if conclusive identification of records cannot be made based on the information I am providing, I may be asked to furnish additional information such as two (2) fingerprints.

I authorize the employer to examine any convictions and / or pending charges that the employer determines necessary, as provided by law.

- Yes
 No

SIGNATURE – Applicant

Date Signed

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance

regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemi-

cal, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor 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 the state.