

**Request for Proposal (RFP)**

**For**

**Consultant for Comprehensive Electronic Record**

**System (Human Services)**

**Project # 1317**



**Response Deadline**

**January 22, 2009  
4:00 pm Local Time**

**To:**

**Brown County Purchasing Department**

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## **1.0 General Information**

### **1.1 Overview**

The Brown County Human Services Department is seeking proposals for a consultant to assist the Department's Mental Health Center in fashioning an RFP for a comprehensive electronic patient and business record system.

The consultant will provide to the Department:

- 1) An inventory and analysis of the Mental Health Center's current processes and systems for patient records, patient scheduling, staff scheduling, admissions, billing, collections, time clock accounting and related business needs.
- 2) Recommendations for possible improvements in processes and technology that are currently available. Discussion and analysis with County staff to develop a preferred vision.
- 3) Development of specific requirements for a comprehensive electronic patient and business record system. Development of a request for proposals for the purchase and successful implementation of a system to satisfy the requirements.
- 4) Assist the Department with selection of a vendor.
- 5) Assist the County with vendor relations during system installation, including resolving installation problems, training staff, and assuring the system is fully functional.

### **1.2 Department Background**

The Human Services Department provides a broad array of publicly funded mental health, drug and alcohol, child welfare, juvenile justice, elderly and disabled, and public welfare programs to a county of roughly 240,000 people.

The Mental Health Center provides specialized psychiatric adult inpatient, outpatient and nursing home services to several thousand people a year.

Any system(s) purchased for the Mental Health Center must have easy links to other human services, county and state/federal systems that interface.

### **1.3 Current Systems Background**

Inpatient and nursing home patient records are largely paper driven currently. Outpatient related programs include psychiatric care, but also include separate related non-clinic programs such as a Community Support Program, Comprehensive Community Services, Case Management, Emergency Mental Health and other related programs.

They are a mixture of electronic and paper patient records currently.

Billing systems currently run off a system provided by the Keane Company.

Accounting has a stand-alone system used for health care reporting, which must roll up to the County's and Human Services' systems.

The Mental Health Center is seeking technological improvements to reduce multiple paper or data entries, enhance accuracy and efficiency of its billing software, and accommodate all reporting requirements of the county, state and federal governments.

## 1.4 Scope of Project

The consultant's role is, based on a thorough understanding of the Mental Health Center's needs, to assist the County in finally selecting technology vendors and successfully implementing the systems changes.

### **Phase 1 – Needs Assessment and Analysis**

- Meet with various County staff from the Mental Health Center, Human Services and the County to develop the project's scope and objectives.
- Develop a detailed work plan and schedule for the consultant's duties, including indications of what will be required of County staff to assist the consultant. The work plan should include at a minimum:
  - Identify current systems users and those otherwise impacted by the systems.
  - Review state/federal requirements for records and documentation.
  - Develop a flow chart for current information flow in key areas such as patient records, admissions, billing and collections, scheduling, accounting and related systems.
- **Deliverable:** Provide to the Mental Health Center possibilities for improved efficiency and accuracy of its patient and financial records system.

### **Phase 2 – Define preferred options and develop system requirements.**

- Based on Phase 1, determine with County staff the most desirable options in the publicly funded Mental Health Center. As a publicly funded setting, cost limitations and ongoing system flexibility will be crucial. Options for receiving ongoing system support are important to respond to the changing regulatory environment. Staffing reductions have strained the existing system greatly, so efficiency measures to help staff become current with their duties is also very important.

If possible, any cost savings that can be demonstrated with system or process changes should be documented.

Ranges of costs associated with options should be provided.

- Develop requirements for the final selected preferred options, including system structure, priority for purchase of modules, and alternatives for systems.
- **Deliverable:** The consultant will provide a written report suggesting preferred options for systems and the range of costs associated with those options.

### **Phase 3 – Develop the Request for Proposals**

- In consult with County staff, write a comprehensive request for proposals for an electronic patient and financial system based on the work in Phases 1 and 2.
- Included in the RFP should be suggested criteria for evaluating vendor proposals.
- **Deliverable:** Provide a written RFP for the selection of a comprehensive patient and financial electronic records system.

### **Phase 4 – Vendor Selection**

- Assist County staff in the review, analysis and ranking of the vendor proposals.

- Conduct surveys of existing users of the vendor's product to assure the capability of the systems.
- Critically analyze the proposal's efficiency in meeting the unique obligations of publicly funded facilities.
- Assist the County in conducting vendor interviews and product demonstrations.
- Accompany and provide analysis to County staff for any offsite review of the vendor's products.
- **Deliverable:** Provide a written analysis of the vendor proposals in terms of their proven ability to meet each need of the Mental Health Center, costs, and support capacities for ongoing operations.

**Phase 5 – Implementation of Purchased System**

- In consult with the vendor and County staff, develop an implementation plan assigning tasks and timelines. Include timelines and a schedule.
- Develop a staff training plan.
- Work with the vendor as the County's advocate to resolve issues and problems in a timely manner.
- Monitor schedule progress and budget compliance and report to County staff.
- Assist with new staff processes training resultant from software changes.
- **Deliverable:** Provide written monthly reports detailing implementation progress of the vendor products.

**2.0 Proposal Development and Submission**

The evaluation and selection of a vendor will be based on the information provided in the vendor's proposal, reference queries and any required oral presentations. Failure to respond to each of the requirements in the RFP may result in the rejection of the proposal.

**2.1 Proposal Clarification**

**All questions** related to this RFP **must be in writing** and received by the Brown County Purchasing Department no later than **4:00 pm local time, January 8, 2009** via e-mail to [bc\\_administration\\_purchasing@co.brown.wi.us](mailto:bc_administration_purchasing@co.brown.wi.us). Clearly mark the e-mail: "Questions for Electronic Records Consultant Project 1317". Phone call and faxed questions will not be accepted.

Answers to all written questions will be answered in the form of an addendum and entered on the Brown County website (<http://www.co.brown.wi.us/administration/Purchasing/Index.html> Bids/RFP) on **January 12, 2009** no later than 4:30 p.m. local time. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website can be made to (920) 448-4039.

Vendors are prohibited from contacting any other Brown County staff member regarding this RFP during the RFP process.

## **2.2 Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly identified in the proposal. Proprietary information submitted in a proposal will be handled in accordance with applicable Wisconsin State Statutes.

No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

## **2.3 Proposal Requirements**

Proposals are to be prepared on 8-1/2" x 11" paper printed on one side only. Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not required. Please check to see that all required information is included and that the proposal is submitted according to the directions provided.

Each and every deviation or exception to the specifications contained in this RFP shall be clearly identified by a detailed statement with reference to the specific section(s) and specification(s) involved.

To facilitate the evaluation process, vendors are encouraged to organize the proposal into distinctive sections that correspond to the project scope.

Proposals are required to include the following items in this order:

- Detailed approach to each phase identified in Section 1.4 including deviations/exceptions to the specifications
- Proposed schedule of work to complete each phase
- Requirements of Brown County staff for each phase
- Organization qualifications
- Staff qualifications
- Minimum of five (5) references including contact names and phone numbers. Two (2) references must be from similar projects within the past five years (Attachment B)
- One sample of a government business needs assessment, specifications for a Mental Health Center Comprehensive Electronic Record System, RFP for Mental Health Center Comprehensive Electronic Record System, vendor recommendation and implementation plan completed in the last two years, along with contact name and phone number
- Certificate of Insurance
- Attachment A – Vendor Data Sheet
- Attachment C – Cost Proposal Sheet (submitted in a separate, sealed envelope per Section 2.4)

## 2.4 Proposal Submission

All proposals are due to Brown County Purchasing, no later than 4:00 pm local time on **January 22, 2009**. Submittals must be in a sealed envelope/box marked “Mental Health Center Electronic Records Consultant Project 1317”. **Attachment C – Cost Proposal shall be submitted in a separate, clearly marked sealed envelope.** Proposals will **not** be opened publicly. **No proposal may be faxed or e-mailed.** The outside of each package submitted should also provide the proposer’s name and address.

One (1) clearly marked original and seven (7) exact clearly marked copies of the proposal shall be submitted in a **sealed** envelope/box and one (1) original of Attachment C – Cost Proposal in a **separate, sealed** envelope to:

Proposals must be stamped in by the above due date and time per the electronic time stamp located in the Purchasing Department. Proposals not stamped by the above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the receiving stamp as this is the official time used for accepting all proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time stamp is the only time that will be used.

Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing  
305 E. Walnut St. 5th Floor  
Green Bay, WI 54301

Delivery Address for USPS:

Brown County Purchasing  
PO Box 23600  
Green Bay, WI 54305-3600

Any proposal received after the deadline, or not properly or clearly marked, will be rejected. Oral, telephone, electronically mailed or facsimile machine proposals are invalid and will not be accepted.

Information requested must be furnished completely in compliance with the instructions. The information requested and the manner of submission is essential to permit the evaluation of all proposals. Accordingly, the County may not consider any proposal in which material and information requested is not furnished or where indirect or incomplete information is provided.

In submitting a proposal, the contractor agrees that the proposal remains valid for ninety (90) calendar days after the closing date for submission of proposals and may be extended beyond that time by mutual agreement. All provisions of the offer being made, including financial guarantees and/or commission to be paid, shall be valid for a period of ninety (90) days from the date of the opening.

Brown County is not liable for any costs incurred by vendors in replying to this RFP.

### 3.0 Proposal Selection and Award Process

#### 3.1 Selection Committee

Vendor selection will be made by a committee appointed by the County. The committee will score each proposal based on the qualifications and proposed method of work as detailed below. After the proposals are scored, the Purchasing Department will open and score the cost proposals and add the cost scores to the overall scoring. Cost scores are determined using a weighted system based on all cost submissions to ensure an equitable score for all submissions. (formula used is (lowest submitted cost / vendors submitted cost) x point value)

#### 3.2 Evaluation Criteria

The proposals will be evaluated upon the following criteria:

##### **Proposed Method of Performance...35%**

- Methods are clearly defined
- Demonstrates understanding of the County's needs
- Schedule is realistic and meets the County's deadlines
- Addresses strategies to improve acceptance among County staff

##### **Qualifications of Vendor .....35%**

- Experience with evaluating information systems and providing recommendations
- Experience with Wisconsin government, include counties
- Knowledge of governmental budgeting, accounting, procurement, and personnel requirements
- Experience in facilitating work groups with staff from various departments
- Demonstrated written communication skills
- Experience and qualification of key vendor staff members included in the proposal
- Positive references

##### **Completeness of Response to RFP..10%**

- Proposal meets all requirements specified in this RFP document

##### **Cost.....20%**

Finalists *may* be scheduled to appear before an interview panel to present their materials. Brown County reserves the right to meet with only a select group of candidates that best meet the requirements listed in this RFP. Those appearing for an interview shall be prepared to discuss their proposal. The committee may assign evaluation points to questions asked as part of the oral presentation.

#### 3.3 Right to Accept/Reject Proposals

Brown County reserves the right to accept or reject any or all proposals, and to waive any technicality in any proposal submitted. We reserve the right to accept any part of a proposal deemed to be in the best interest of the County.



### **3.4 Right to Negotiate Terms**

Brown County reserves the right to negotiate the terms of the contract, including the award amount, with the highest scoring vendor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring vendor, the County may negotiate with the next highest scoring vendor.

### **4.0 Standard Terms and Conditions**

#### Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the proposer's letterhead, signed and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions and specifications and the proposer shall be held liable.

#### Taxes

Brown County and all its agencies are exempt from payment of all federal excise and Wisconsin state and local sales taxes on its purchase except for Wisconsin excise tax as described below. Such taxes shall not be computed or quoted as part of the proposal.

#### Payment Terms and Invoices

Invoices are to be issued monthly with payment of Net 30 days from date and acceptance of invoice. Payments will be made monthly based on the proportion of hours expended to the total hours estimated for the project less a retention of 10% pending the completion of phase five. Invoices are to indicate the work completed for each phase and the hours completed for the phase being billed. All invoices shall be paid upon satisfactory progress as approved by the Project Manager. 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.

All information gathered and delivered to Brown County remains the property of Brown County and subject to Wisconsin Open Records Laws.

#### Entire Agreement

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.

#### Applicable Law

The resulting contract shall be governed under the laws of the State of Wisconsin, and venue for legal action between the parties shall be in Brown County Circuit Court. 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.

Antitrust Assignment

The contractor and the County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Brown County (purchaser). Therefore, the contractor hereby assigns to Brown County any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

Non-Discrimination

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, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Affirmative Action

Contractor will comply with the County's Equal Opportunity/Affirmative Action policy (available upon request).

Safety Requirements

All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

Independent Contractor Status

The selected contractor shall function as an independent contractor and will be responsible for any federal or state taxes applicable to this contract and for complying with the requirements of all federal and state laws pertaining to income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the contractor will not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance or Retirement System benefits under this contract except for the benefits provided by the contractor.

Assignment Prohibited

The contractor shall **not** have the right or power to assign, subcontract, or transfer interest in the contract incorporating these specifications. The contractor is prohibited from subcontracting any services without obtaining advance written approval from the County's Human Services Director.

Entire Scope or Proposal

This written document constitutes the entire request for proposals, and all previous communications between the parties, whether oral or written, with reference to the subject matter of this proposal document are void and superseded.

### Contract Modifications

During the term of the contract, the parties upon mutual agreement may adjust specific terms or provisions of the resulting contract where circumstances beyond the control of either party require adjustments. Any changes to the terms and provisions of the original contract must be made in writing, signed by the County's Human Services and by the appropriate contractor representative, and issued in the form of a contract addendum to the original contract.

### Contract Termination

If during the term of this agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds or approve necessary revenue amounts to carry out Brown County's financial obligations under this agreement, this agreement shall be terminated as of the date existing funds have been exhausted and no funds are available and such termination under this non-funding provision becomes effective immediately and without further notice of any kind to the Provider. The provisions of this article of the agreement control over any other provisions or terms set forth in other articles of this agreement.

In the event any provisions of this agreement are violated by either party, the other party shall serve written notice upon the breaching party setting forth the violations and demanding compliance with the agreement.

Should the contractor breach any terms or provisions of the contract, the County shall provide written notice of neglect and unless within thirty (30) calendar days such neglect has ceased and arrangements made to correct the problem, the County may terminate the contract by giving thirty (30) days written notice, by registered or certified mail, of its intention to cancel the agreement.

Should the County breach any terms or provisions of this contract, the contractor shall serve written notice to the County setting forth the alleged breach and demanding compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements made for corrections, the contractor may terminate the contract by giving thirty (30) days written notice, by registered or certified mail, of its intention to cancel this contract.

Breach of this agreement refers to negligence or failure to comply, either voluntarily or involuntarily, with the terms and conditions of this agreement. Negligence or failure under the terms of the agreement may include, but is not limited to: insufficient insurance coverage or failure to maintain the quality of service as outlined in these specifications. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise a substantial change in proprietorship or the contractor which in the opinion of the County is not in its best interest or failure to comply with the terms of the contract.

### Disputes

Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes. All disputes will be handled in Brown County Circuit Court. Brown County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Brown County waives its right to litigation, then the arbitration provisions stated in the previous paragraph shall apply.

#### Licenses

The contractor shall be financially responsible for obtaining all permits, licenses, and bonding to comply with pertinent County regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes.

#### Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, government restrictions, labor disturbance or strike, business operations at the County are interrupted or stopped, performance of this contract, with the exception of monies already due and owed, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

#### Indemnification

The contractor shall indemnify, save, keep harmless and defend the County Board of Supervisors, its directors, officers, employees, guests and visitors against any and all loss, damage, injury, and liability claims and costs of whatsoever kind and nature resulting from injury to or death of any person or persons, and for loss or damage to any property (technical or otherwise) occurring in connection with, in any way incident to, or otherwise arising out of the occupancy, use, service, operations, or performance of work in connections with this contract, resulting in whole or part from the negligent acts or omissions of contractor, and the employees, agents, or representatives of contractor. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in the Wisconsin Statutes, Chapter 893 and related statutes.

#### **5.0 Attachments:**

- A. Vendor Data Sheet
- B. Reference Data Sheet
- C. Cost Proposal
- D. Appeals Process
- E. Insurance Requirements

**Attachment A**  
**Vendor Data Sheet**  
**Project #1317**

Vendor information:

Company Name: \_\_\_\_\_

Minority Business (Yes or No): \_\_\_\_\_  
*For statistical purposes only*

Woman Owed Business (Yes or No): \_\_\_\_\_  
*For statistical purposes only*

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Attachment B**  
**Reference Data Sheet**  
**Project #1317**

Provide a current list of comparable references for which your company is providing or has recently provided Consulting Services for similar projects both in scope and size as per Section 2.3. Include dates, a specific contact person, their title and telephone number. The references provided should be for services provided from the office that would be servicing this contract.

Company Name: \_\_\_\_\_  
Project: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Project: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Project: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Project: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Project: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Attachment C**  
**Cost Proposal Sheet**  
**Brown County**  
**Project #1317**

**Submitted by:** \_\_\_\_\_ **Date submitted:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Provide Overall Costs and estimated number of hours for each deliverable as identified in the Scope of Project**

**Phase 1:** Cost \$ \_\_\_\_\_ **Est. Number of Hours** \_\_\_\_\_  
*Deliverable* – Provide MHC with possibilities for improved efficiency and accuracy of its patient and financial records system.

**Phase 2:** Cost \$ \_\_\_\_\_ **Est. Number of Hours** \_\_\_\_\_  
*Deliverable* – Provide written report suggesting preferred options for systems and the range of costs associated with those options.

**Phase 3:** Cost \$ \_\_\_\_\_ **Est. Number of Hours** \_\_\_\_\_  
*Deliverable* – Provide a written RFP for the selection of a comprehensive patient and financial electronic records system.

**Phase 4:** Cost \$ \_\_\_\_\_ **Est. Number of Hours** \_\_\_\_\_  
*Deliverable* – Provide written analysis of the vendor proposals in terms of their proven ability to meet each need of the MHC, costs, and support capacities for ongoing operations.

**Phase 5:** Cost \$ \_\_\_\_\_ **Est. Number of Hours** \_\_\_\_\_  
*Deliverable* – Provide written monthly reports detailing implementation progress of the vendor products.

**Miscellaneous Fees:**

Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____
Cost \$ _____	Description _____

**Total proposal Cost** \$ \_\_\_\_\_ **Est. Hours** \_\_\_\_\_

**Attach any back-up documentation and your fee schedule for any additional work.**

**Attachment D**  
**Appeals**  
**Brown County**  
**Project #1317**

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a bid or quote.

Appeals may be submitted for the following purchases:

- a) the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
- b) the item price is \$5000 or more or the total order is \$10,000 or more, and
- c) vendor selection was based on factual errors, or
- d) the lowest price vendor was not selected, or
- e) failure by the county or its agents to adhere to the county's policies and procedures or  
    other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Brown County Internal Auditor  
P.O. Box 23600  
Green Bay, WI. 54305-3600



**Attachment E**  
**Insurance Requirements**  
**Brown County**  
**Project #1317**

**Hold Harmless**

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney’s fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by contractor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

**Insurance Requirements**

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains nor to the limits required herein.

- (1) **Worker's Compensation Insurance and Employers Liability.**  
State Statutory workers’ compensation Limits  
Employer Liability, \$100,000 each accident.
  
- (2) **Comprehensive General Liability (Occurrence Form).**
  - Products and Completed Operations
  - Personal Injury and Advertising Liability
  - Independent Contractors/Protective

Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate
  
- (3) **Business Automobile Liability.** Business Automobile Liability covering all owned, hired, and non-owned vehicles.

Limits of Insurance \$1,000,000 per occurrence for bodily injury and property damage.

**(4) Excess/Umbrella Liability.**

Limit of Insurance \$1,000,000 per occurrence

**Additional Insured**

The Outside Contractor agrees that the Comprehensive General Liability and Business Automobile Liability insurance policies shall be endorsed to name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

**Adjustments to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at sometime after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

**Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

**Wavier of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

**Cancellation Notice**

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

**Proof of Insurance**

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County  
Department of Administration  
P.O. Box 23600  
305 E. Walnut Street  
Green Bay, WI 54305-23600

## **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Human Resource Risk Administration to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

*\*\*\* Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. \*\*\**