

Advertisement

PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of emergency medical services billing of patients transported by Delaware County Emergency Medical Services. Proposals will be received at the Delaware County Commissioners' Office, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on, May 31, 2024**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or may be obtained from the Delaware County Emergency Medical Services office, 10 Court Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted. The decision to award a contract is within the sole discretion of the Board of Commissioners. If an award is made, it shall be to the offeror whose proposal is determined to be the most advantageous to Delaware County, Ohio.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

End of Advertisement.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Emergency Medical Services Billing

DELAWARE COUNTY, OHIO

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

Jeff Benton

Barb Lewis

Gary Merrell

CONTRACT ADMINISTRATOR:

DELAWARE COUNTY EMS CHIEF

Jeff Fishel

10 Court Street
Delaware, OH 43015
Phone: (740) 833-2190

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1.0 Background and Nature of the Project

1.01 Delaware County Background

The Delaware County EMS Department operates a full-time career, county-wide Emergency Medical Service with 10 strategically located stations with 11 Advanced Life Support transport ambulances, each staffed with 3 Paramedics/EMTs, on 24-hour shifts. These 11 ambulances are supported by two (2) chase vehicles staffed by command officers which are also Paramedics, on 24-hour shifts.

Established in 1808, Delaware County is located in the center of Ohio and is 459 square miles in size. Home to more than 226,000 residents, it is one of the fastest growing counties in the state. With 1,100+ employees and an annual general-fund operating budget of \$130 million, Delaware County is one of the top 50 employers in Central Ohio. The County also has earned the highest possible credit ratings from both Moody's Investors Services (Aaa) and Standard & Poor's Ratings Services (AAA), making it only the second county in Ohio and one of only 80 counties in the U.S. to earn these ratings.

1.02 Purposes and Desired Outcomes of the Request for Proposals

The purpose of this Request for Proposals (RFP) is to inform qualified and interested offerors of the opportunity to provide Delaware County with Emergency Medical Service (EMS) billing services to facilitate billing and accounts receivable activities for Delaware County EMS. Sealed proposals are requested by the Delaware County Board of Commissioners.

The County's objective is to solicit proposals for EMS billing services from qualified EMS billing service providers in accordance with this RFP. Following review and evaluation of all proposals, it is the County's intent to enter into an agreement with the service provider that can provide the most advantageous EMS billing service and provide the best solution and support system for Delaware County EMS Department's current and future needs.

The following specifications outline the minimum requirements of the proposed service. They are provided to assist Offerors in understanding the objectives of the County and preparing a thorough response. Proposals received should reflect in detail the inclusion of these minimum requirements and to the degree provided. Offerors may propose methodologies which meet the "spirit" of the listed requirements, but shall clearly note any exceptions to the minimum requirements.

Number of transports per year:

- 2016 – 3,308
- 2017 – 3,255
- 2018 – 3,308
- 2019 – 3,141
- 2020 – 3,286
- 2021 – 3,451
- 2022 – 3,691
- 2023 – 3,842

1.03 Cooperative Purchasing

Pursuant to section 9.48(B)(1) of the Revised Code, the County may permit one or more other political subdivisions to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services, and may charge such participating political subdivisions a reasonable fee to cover any additional costs incurred as a result of their participation. The County desires to permit other political subdivisions located wholly within Delaware County that currently provide emergency medical services to participate in any agreement entered into as a result of this RFP, upon the following conditions: (1) each political subdivision participating shall enter into a separate agreement with the selected Offeror, upon terms and conditions substantially equivalent to the agreement with the County; and (2) participating shall be at no additional cost to the County.

2.0 Calendar of Events and RFP Communications

2.1 Calendar

Advertisement of RFP	March 9, 2024
Mandatory Offerors Conference and Site Visit	April 1, 2024
Deadline for Submitting Questions	April 29, 2024
Proposal Due Date	May 31, 2024
Estimated Notice of Award	June 27, 2024

2.2 RFP Submittal Process

All proposals are to be delivered before **4:00 p.m., local time, on May 31, 2024** to:

Delaware County Commissioners' Office
91 North Sandusky Street
Delaware, Ohio 43015

Delaware County will not accept any proposals received after the date/time stated above, and shall request Offeror to make arrangements to retrieve late proposals. Delaware County shall not bear the responsibility for proposals delivered past the stated date or time, or to an incorrect address by Offeror's personnel or by the Offeror's outside carrier. Offerors must submit one (1) completed and signed original and five (5) copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud. Proposals shall be submitted in a sealed, opaque envelope or box marked "Proposal Enclosed for RFP – EMS Billing Services."

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the Offeror and Delaware County. Delaware County shall have no liability whatsoever to any Offeror whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT OFFERORS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE

ALTERED; HOWEVER, DELAWARE COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.

Delaware County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Delaware County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract. A sample contract is included with this RFP, but an Offeror may submit a proposed contract with its response to the RFP. All proposals shall be valid for a period of 90 days from the submission date, unless withdrawn in writing by the Offeror.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal.

All materials submitted and accepted by Delaware County in response to this RFP shall become the property of Delaware County and will be retained by Delaware County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal are subject to the Ohio Public Records Act unless otherwise exempted by law. The Offeror should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, Delaware County shall have the sole discretion in determining whether any part(s) of the Offerors' proposals contain information that is exempt from Ohio Public Records law.

2.3 Inquiries/Communications

Delaware County will accept questions regarding the RFP only through the following email address: jfishel@oh.delaware.co.us. All questions and answers will be sent to those prospective Offerors that attend and register at the Offerors' conference required in Section 2.4. The deadline for question submission is April 29, 2024 at 4:00PM.

2.4 Offerors Conference

On **April 1, 2024 at 2:00 PM**, Delaware County will host an Offerors Conference at the Delaware County EMS Office, 10 Court Street, Delaware, Ohio 43015. Offeror attendance is mandatory. Delaware County feels that it is in the best interest of both Offerors and the County that all interested contractors attend the Offerors Conference to ask questions regarding the scope of this request for proposals. Additionally, Delaware County will compile a list of attendees to be used for future communications regarding the RFP.

2.5 Communication Restrictions

From the release of the RFP until a contractor is selected, Offerors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the email address designated for such purposes. Delaware County reserves the right to disqualify Offerors for unauthorized communication, but Delaware County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

2.6 Changes to the Request for Proposals by Delaware County

Delaware County may amend specific sections of this RFP at any time during the submission process. Delaware County will furnish amendments to prospective contractors who attended the Offerors Conference. Should Delaware County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

3.0 Services Requirements

The following specifications outline the minimum requirements of the proposed service. They are provided to assist Offerors in understanding the objectives of Delaware County and submitting a thorough response. Proposals received must meet these minimum requirements. Offerors may propose methodologies which meet the “spirit” of the listed requirements, but shall note that the proposed service which meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria. The successful proposer shall provide a service that:

- 3.1** Provides an audit system designed specifically for EMS accounts so all information is made available to Delaware County to monitor billing activities and accounts receivable at the discretion of the EMS department;
- 3.2** Provides annual on-site training for Delaware County EMS providers and administrators in an ongoing service to Delaware County throughout the term of the contract. All training conducted shall accommodate the unique 24/48 scheduling shifts, and shall acknowledge the importance of internal training of EMS staff to stay current with all laws and regulations governing EMS billing, HIPPA and documentation;
- 3.3** Accepts responsibility for all EMS consumer billing inquiries and retrieval of medical records on normal business days from 8:00 am to 5:00 pm EST/EDT via phone and email. Voicemail and email messages shall be returned within 48 hours of receipt on normal business days and 96 hours if the inquiry occurs over a weekend;
- 3.4** Accepts responsibility for all EMS consumer complaints and compliments by providing this information to the County’s EMS Department administration in an expeditious manner;
- 3.5** Provides an internet solution for the distribution of all client reports (standard reports as well as customized reports);

- 3.6** Provides the necessary means to interface between EMS software systems(Image Trend) and the Offeror's billing system electronically; accurate monthly reporting shall include the gross charges billed for the month minus any contractual allowances, write-offs, refunds, payments and costs of care of accounts receivable balance due; included in this monthly report shall be the number of transports per month, number of patients per month, gross charges per trip, and net collections per transport;
- 3.7** Provides an account executive to meet at the County's office quarterly or as needed for the term of the agreement. Can also be via teleconference;
- 3.8** Has proven experience with the acceptance of credit cards and debit cards for customer payments;
- 3.9** Obtains all necessary Medicare and Medicaid certifications and re-certifications, as well as any and all credentialing with insurance companies on behalf of the County;
- 3.10** Bills for treatment and/or transport services as follows:

The County shall submit EMS runs which result in the treatment and transport of a patient. Residents of Delaware County shall not be billed directly, but rather the bill shall be sent directly to their insurance provider for each of their uses of Delaware County EMS services. Non-resident patient treated and transported shall be billed directly to their insurance provider and mailed a minimum of one (1) bill and three (3) reminder statements for any balance due for each use of the Delaware County EMS services. The County shall not utilize a collection agency for any unpaid balances or invoices. A resident is defined as anyone who resides within the boundaries of Delaware County. A non-resident is defined as anyone who resides outside of the boundaries of Delaware County. Both residents and non-residents shall be charged the same rates.

The billing service shall determine which transports are not billable, and whether or not billable runs are designated as BLS, ALS1, or ALS2 and must be experts in the knowledge of data and forms required by Medicare, Medicaid, Workers Compensation and any other major medical insurance carriers they are capable of sending claims to and receiving payments from. Billing service must be capable of sending claims to and receiving payments from the major insurance carriers electronically.

Current Fee Schedule is

BLS - \$765.36

ALS1 - \$905.02

ALS2 - \$1,312.83

Mileage - \$16.19

- 3.11 Must explain, in detail, how the billing service will receive the demographic information and health insurance information to process claims; Delaware County shall not collect health insurance information due to HIPAA regulations and record retention, but are responsible for providing patients with a Notice of Privacy Practice; and
- 3.12 The Offeror must be held to the highest standard of customer service to the citizens and visitors of Delaware County and be accessible by phone and email by those who might inquire about their bill.
- 3.13 Must provide a transparent and easily accessed online dashboard for EMS to enter
Perform our own internal audits and reconciliations.
- 3.14 Must provide and comply with SOC 1 type 2 audits.
- 3.15 Must maintain onsite certified compliance officer(s)
- 3.16 If audited by Medicaid or Medicare, vendor must be the contact and the entity handling all inquiry and information request by the investigating party.
- 3.17 At no cost to DCEMS, offeror must provide detailed reports to third party vendor in regards to a Medicaid supplement program as requested by the vendor.

4.0 Offeror's General Requirements

- 4.1 Identify the cost your company will charge Delaware County for EMS transport billing services and a projected yearly revenue amount.
- 4.2 Please state and detail any additional fees/charges that your company will charge the County.
- 4.3 Describe the business structure of your company (corporation, LLC, partnership, etc.).
- 4.4 Identify any employees in your company that have EMS experience, particularly those who are customer service representatives and/or who are executives with your company. Additionally, please identify the following for each employee with prior EMS experience
 - The employee's official title and responsibilities with your company;
 - Employment status: (full-time employee, part-time employee, contract employee, etc.); and
 - Length of time he/she has been employed in the EMS billing business.
- 4.5 Identify the principal customer service representatives your company will assign to the County. Please provide background information on this employee and his/her experience with EMS billing.

- 4.6 Identify five (5) agencies for which your company currently provides EMS billing services within the State of Ohio.
- 4.7 Identify all EMS transport billing clients that have terminated services with your company since January 1, 2020. Please explain the reason(s) for any terminations.
- 4.8 Provide samples of monthly reports that your company will provide to the County. Explain how your company produces such reports and explain the process your company has in place to provide reports or report access to customers.
- 4.9 Explain your company's experience with the use of credit cards and/or debit cards for payment.
- 4.10 Provide at least one example of how your credit card and/or debit system works with one of your current customers.
- 4.11 Discuss any on-site training that your company will provide to the County's employees. If your company provides training, please identify your training coordinator and his/her experience in EMS transport billing and Emergency Medical Services, if applicable. Describe any annual educational seminars covering industry related topics hosted by your company including dates, locations and topics.
- 4.12 Provide to the County any additional information about your company that sets your company apart from other billing companies.
- 4.13 Provide an electronic interface with local hospitals for transfer of insurance information. Show a working history of an electronic patient demographic interface process noting the number of patients records within each hospital system.
- 4.14 Provide a statement of compliance with the Health Insurance Portability and Accountability Act (HIPAA) with a summary of training given to employees relative to HIPAA and any compliance policy.
- 4.15 Provide a statement on Company Letterhead that to the best of your knowledge, you are not now or have ever been the subject of any Federal or State investigation involving fraudulent or inaccurate billing practices. Please disclose if your company has ever been subject to an Office of Inspector General (OIG) audit or if your company has been party to a lawsuit in the last five (5) years and the outcome of the investigation. Also, please submit any previous names you have operated under.
- 4.16 Provide references of current customers within the State of Ohio of the proposed services verifying service levels and capability of the Offeror.
- 4.17 Provide the number of claims currently processed, in total, for each of your clients that make up your business portfolio.
- 4.18 Provide a complete time line detailing the implementation to ensure completion of the startup process.
- 4.19 DCEMS in an effort to maximize collections wishes for the billing vendor to utilize a deductible monitoring software and a demographic/insurance search software. Please identify what software you will utilize for this.
- 4.20 Provide a revenue projection based off of billing data provided by DCEMS.

5.0 Proposal Format

In responding to this RFP, offeror must address each of the format requirements detailed in this section. Offerors will submit proposals with tabs inserted to distinguish each section as detailed below.

5.1 Cover Letter

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio should be used.

5.2 Management and Organization

The Offeror shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The offeror shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between contractor and Delaware County. Delaware County requires regular status meetings between the contractor and the County EMS and fiscal services personnel.

The Offeror must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing materials or support services. Nevertheless, Delaware County will award the contract to one primary contractor, and subcontracting for the primary services is not permitted.

5.3 Contractor Profile and Qualifications; Work Plan

5.3.1 Offeror will provide a general history, description and status of the company including a certified copy of its most recent financial statement.

5.3.2 Offeror will provide a report of all pending and completed litigation for the past five (5) years.

5.3.3 Offeror will demonstrate its compliance with all requirements of Sections 3.0 and 4.0 of this RFP.

5.3.4 Offeror will provide an on-site representative in response to complaints regarding the contract within 24 hours of receiving the complaint.

5.3.5 Cost to the County to include the actual program cost for a period of 12 months commencing upon the complete execution of the agreement and a price for years 3, 4, and 5 must be included;

5.4 Affirmative Action

The offeror shall submit information detailing its affirmative action, equal employment, and nondiscrimination policies.

5.5 Conflicts of Interest

No personnel of the contractor may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the contractor's control if such an interest would conflict with that official's or employee's duties. The contractor will disclose to Delaware County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this contract, unless Delaware County has determined that, in light of the person interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each proposal must include a statement indicating whether the contractor or any people that work on the project through the contractor have a possible conflict of interest, and, if so, the nature of the conflict. Delaware County has the right to reject a proposal in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

5.6 Workers' Compensation Coverage

The selected contractor shall submit a copy of the certificate proving that the contractor and agents are covered by workers' compensation, employees' liability and/or contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of the employees and agents. Failure to maintain coverage at any time during the term of the contracts shall be deemed a material breach of the contract. Such failure shall deem the contract void in its entirety, and the selected contractor shall not be entitled to any payment pursuant to the contract or otherwise.

5.7 Addenda

There may be addenda to this RFP. If your company desires to receive copies or notices of any such addenda, you must provide the information requested below to Jeff Fishel, EMS Chief, at jfishel@oh.delaware.co.us. Delaware County will send addenda only to those contractors that provide the requested information by timely e-mail.

RFP	Delaware County EMS Billing
Company name	_____
Mailing address	_____

Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

Send addenda by (check one): Fax
 E-mail

Any alterations to the document made by the offeror may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Delaware County.

Addenda will also be posted on the Delaware County web site <http://www.co.delaware.oh.us> under the heading "Bids and Notices" in a PDF format.

5.8 Affidavits and Forms

The following affidavits and forms will be required and are included as attachments to this RFP and, by this reference, are incorporated herein:

- a. Non-Collusion Affidavit
- b. Personal Property and Real Estate Tax Affidavit
- c. Certification Regarding Findings for Recovery

5.9 Price; Proposal Bond

Each Offeror shall submit a proposed all-inclusive price for the services, as well as a proposed payment structure.

Each Offeror submitting a Proposal in response to this RFP shall also submit a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00), conditioned that the Offeror, if the Offeror's proposal is accepted, shall execute a contract in conformity to the RFP.

5.10 Additional Required Contractual Terms

NOTE: ALL REQUIRED FORMS ARE INCLUDED IN SECTION 7.0 OF THIS DOCUMENT.

5.10.1 Contractor Acknowledgement

By submitting a proposal, the Contractor acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements and conditions.

The Contractor acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

5.10.2 Reservation of Rights by County

The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:

- A. The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.
- B. The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
- C. The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- D. The County reserves the right to cancel this RFP at any time.

- E. The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- F. The County reserves the right to select the offeror deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.

5.10.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the County, or any other appointing authority of Delaware County, Ohio.

5.10.4 Indemnification

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Delaware County Board of Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contractor's, any subcontractor’s, or any sub-subcontractor’s performance of this Contract, including, but not limited to the performance or actions of the Contractor’s, any subcontractor’s, or any sub-subcontractor’s officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively “Contracted Parties”.) The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized,

to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

5.10.5 Insurance

The Contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the County current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at

least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County/DCJC, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The County must be named as “Additional Insured” on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the County/DCJC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change.

During the life of the Contract, the County may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or in equity.

5.10.6 Damages in the Event of Default

The County declares and the Contractor acknowledges that the County may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, and conditions of the Contract. The County declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Contractor agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Contractor.

5.10.7 Termination for Cause/Convenience

A. Termination for Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least on hundred eighty (180) days advance notice, in writing, to the other Party. The Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.

5.10.8 Inspection and Maintenance of Records and Work Papers/Audit

At any time, during regular business hours, with reasonable notice and as often as the County or their representatives may deem necessary, the Contractor shall make available

to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The County or their representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Contractor shall contact the County in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

5.10.9 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

Fax: _____

County:

Jeff Fishel, EMS Chief
Delaware County EMS
10 Court Street
Delaware, Ohio 43015

Fax: (740) 833-2190

5.10.10 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action 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.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

5.10.11 Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5.10.12 Findings For Recovery

The Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

5.10.13 Non-Collusion / Conflict of Interest

The Contractor certifies as follows:

- This proposal/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This proposal/Contract is genuine and not collusive or a sham.
- The offeror/Contractor has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any offeror or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- The offeror/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract,

to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the County or anyone interested in this Contract.

- The offeror/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said offeror or any other offeror, or to fix any overhead, profit or cost element of such price or that of any other offeror, or to secure any advantage against the County or anyone interested in the proposed contract.
- This proposal/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The offeror/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the offeror/Contractor from entering this Contract.
- The offeror has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the offeror in its general business.
- All statements contained in the proposal are true.
- All statements contained in the Contract are true.

Contractor agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Contractor agrees that it will not employ in any manner a current Delaware County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the County.

5.10.14 Effect of Acceptance of Bid

Acceptance of delivery of any proposal shall not constitute an agreement between the submitter and the County, and the County shall have no liability whatsoever to any submitter whose proposal is not accepted.

5.10.15 Patent or Copyright Liabilities

The Contractor will protect, defend and hold free and harmless Delaware County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs/equipment/software/programming supplied hereunder infringes a U.S. patent or copyright. The Contractor will pay all resulting costs, damages, and attorney's fees to defend Delaware County against such claims. Delaware County will promptly notify the Contractor in writing of all claims, and the Contractor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Delaware County agrees to permit the Contractor, at Contractor's option and expense, either to procure for Delaware County the right to continue using the designs/equipment/software/programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

5.10.16 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFP and any proposal submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFP control. To the extent that this RFP and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this RFP shall control.

5.10.17 Headings

Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.

5.10.18 Severability

If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.

5.10.19 Incorporation of RFP into Contract

Any Contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendices and attachments and this RFP and all of its appendices and attachments shall be a part of such Contract. Any written addenda issued by the County shall also be incorporated into and become a part of the executed Contract.

5.10.20 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

5.10.21 Authority to Sign

Any person submitting a proposal pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a proposal and sign this Contract or has been duly authorized by his/her principal to submit a proposal and execute this Contract on such principal's behalf.

5.10.22 Entire Agreement

This RFP (and its appendices and attachments), all written addenda issued by the County, the Contractor's proposal, all approved documents completed by the Contractor and submitted to the County, and the Contract shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

6.0 Evaluation of the Proposal

This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to Section 307.862 of the Ohio Revised Code. Delaware County will weigh three (3) factors to determine which offeror submits the proposal determined to be

the most advantageous to Delaware County. Proposals will be scored based on allocation of points shown below.

Mandatory Requirements.

Proposals that do not contain all information and documents required in the RFP will be determined to be non-responsive as failing to meet the basic requirements of the RFP.

Three Key Factors for Contract Award

Factor	Weight Given
1. Ability to provide services specified (Section 3.0, 4.0)	50 points
2. Price.	10 points
3. Profile and Work Plan (Section 5.3)	40 points
TOTAL CRITERIA WEIGHT	100 points

6.1 Evaluation Team

A selection committee established by the Delaware County Administrator will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

6.2 Evaluation Approach

Delaware County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. The Delaware County Administrator may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. Delaware County shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions with a select offeror, Delaware County shall enter into contract negotiations with the highest ranked offeror. The Delaware County Prosecutor's Office shall review the apparent best proposal contract(s) and both parties must agree to the terms and conditions. Delaware County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and condition shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated.

6.3 Notices

- a. Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;
- b. Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county;
- c. Delaware County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.
- d. An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith;
- e. Delaware County may cancel or reissue this RFP if any of the following apply:
 - 1) The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
 - 2) The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds for the project;
 - 3) Delaware County determines that award of a contract would not be in the best interest of the county.
- f. Delaware County may award a contract to the offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors and criteria developed and set forth in the request for proposals

7.1

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
} SS:
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is _____ (president, secretary, sole owner, etc.) of:

_____ ; the party making the foregoing proposal of bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the County of Delaware or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence by the above named person this ___ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

7.3 Certification Regarding Findings for Recovery

The Offeror submitting this Proposal hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Authorized Signature

7.4 Sample Contract

SERVICES AGREEMENT

This Agreement is made and entered into on _____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and [*Contractor Name and Address*] (“Contractor”) (hereinafter collectively referred to as the “Parties”).

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor shall provide Delaware County EMS billing and collection services (the “Services”) in accordance with, and as described in, the Contractor’s proposal dated < >, which is attached hereto and, by this reference, fully incorporated herein (the “Proposal”).
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 This Agreement is subject to the County’s Request for Competitive Sealed Proposals, issued March 9, 2024, which is attached hereto and, by this reference, incorporated herein.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director/Chief of EMS (the “Director”) as the agent of the County for this Agreement.
- 2.2 The Director shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal.
- 4.2 Total compensation under this Agreement shall not exceed < > Dollars and < > Cents (\$< >) without subsequent modification in writing signed by both Parties pursuant to Section 3.1.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services as set forth in the Proposal.

5 NOTICES

- 5.1 Any notices issued under this Agreement shall be served in writing via U.S. certified mail at the Parties’ respective addresses set forth above. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit official notices as contemplated herein.

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Director and shall be in accordance with the Proposal.
- 6.2 Invoices shall be submitted to the Director by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 COMMENCEMENT; TERM; DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written direction from the Director and shall complete the Services in accordance with the Proposal and the Director's schedule and orders.
- 7.2 This Agreement shall be for in effect for an initial terms of ___ years, with the option to renew for up to two (2) additional terms of _____ years upon approval of both Parties.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Director may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written notice as specified in Section 5, may suspend or terminate this Agreement at any time for cause or for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 INDEMNIFICATION

- 9.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

[CONTRACTOR]

Date: _____

By: _____
Name
Title

**BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO**

Date: _____

By: _____
Gary Merrell, President
Pursuant to Resolution No. 11-137 and
Resolution No. 24-_____

Approved as to Form:

General Counsel, Board of Commissioners
Delaware County, Ohio

FISCAL OFFICER’S CERTIFICATION

The Delaware County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code.

The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that [Contractor] has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____

George Kaitsa
Auditor, Delaware County, Ohio