

Delaware County Board of Commissioners
Self Insured workers' compensation program
Third Party Administration Request for Proposals

Delaware County Board of Commissioners

Delaware County, Ohio

Workers' Compensation Third Party Administrator

July 8, 2024

Request for Proposals



I. General Information

Established in 1808, Delaware County is located in the center of Ohio, is 459 square miles in size, and serves more than 225,000 residents. With 1,400+ employees and a budget of \$400,812,629, Delaware County is one of the top 50 employers in central Ohio and one of the fastest growing counties in the state.

The Board of County Commissioners make up the legislative body for county government and is comprised of three (3) members. The Commissioners are elected by the residents of the County to serve a four year term. The Commissioners provide authority for taxing, budgeting, purchasing and appropriating funds for the government structure. The Board of Commissioners also acts on annexations, drainage improvements/ditch petitions, establishing water/sewer districts and solid waste disposal. The Board of Commissioners appoint department directors including a County Administrator to oversee their mission and ensure the County is an excellent place to visit, work and to call home.

Delaware County recognizes the value of a qualified workforce in order to provide the highest level of service to the public while ensuring fair employment and equal opportunity to all persons, within a conservative budget framework. The County provides an opportunity for all employees to develop their potential and make the best use of their abilities. The employees of Delaware County are its most important asset. Focused goals surround recruiting, training, and retaining the most qualified and productive staff for Delaware County.

II. Scope of Work

The Delaware County Commissioners, Administrative Services Department is seeking proposals from qualified companies interested in serving as the County's Workers' Compensation Program Third Party Administrator (TPA) from September 1, 2024 through September 1, 2027. This is a three (3) year contract, with an option to renew for an additional two-year (2) period upon mutual agreement between the TPA and Delaware County.

Delaware County currently has two risk numbers. The County's primary [current] self-insured Workers' Compensation risk number 20005590-0 contains manual code (9430 all employees). The self-insured policy began on September 1, 2008. The Prior State Fund risk number is 32100001-0.

The goal of this Request for Proposal (RFP) is to find a TPA team that will partner with the County to administer its Workers' Compensation Program in accordance with Ohio Revised Code (ORC) 4123.

The primary goal of the County's Program is to return the injured worker to his/her position as soon as medically possible with or without restrictions. The County will partner with a Third Party Administrator to make sure all fee bills and compensation payments are made timely and correctly in accordance with ORC 4123.

The County's Workers' Compensation Coordinator serves as the Program Administrator. This individual oversees the day-to-day operations and works closely with the TPA to ensure that

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the needs of injured County workers are being met, monitors and maintains control over all expenditures under the Program and ensures that the medical providers and vendors are providing appropriate and timely medical services.

Delaware County employs approximately 1,400 employees in a variety of positions ranging from administrative to public safety [no fire]. Its program also covers roughly 25 auxiliary deputy sheriffs. Historical claims data are included in claims summary detail files included in this package. Below is a breakdown of Delaware County and its agencies covered under its Workers' Compensation Program:

County Commissioners [Board of Commissioners]:

- 911
- Business Operations and Financial Management
- Child Support Enforcement Agency
- Building Safety
- Communications / Public Information
- Dog Shelter / Dog Warden
- Economic Development
- Emergency Medical Services
- Facilities and Maintenance
- Human Resources
- Job & Family Services
- Public Worker Relief Program recipients
- Public Defender
- Records Center
- Safety and Security
- Sanitary Engineer

Other County Offices:

- Adult Court Services
- Auditor
- Board of Developmental Disabilities
- Board of Elections
- Board of Public Health
- Clerk of Courts
- Common Pleas Court
- Coroner
- Delaware Area Transit Authority

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- Domestic Relations Court
- Emergency Management Agency
- Engineer
- Juvenile and Probate Court
- Mental Health and Recovery Services Board
- Preservation Parks
- Prosecutor
- Recorder
- Regional Planning Commission
- Sheriff
- Soil & Water Authority
- Transit Agency
- Treasurer
- Veterans' Services

III. Project Details

The County shall select a company based on the proposal that is most advantageous to Delaware County. Factors to be considered will include, but not necessarily be limited to; a sound comprehensive plan to coordinate and administer all functions under the scope of work, responses to all requirements listed in this RFP, the ability to deliver all services, cost of services, physical location of the company to Delaware County offices, reliability, comprehensiveness of the submitted proposal, relevant experience, responsiveness to special needs, and willingness to cooperate with Delaware County throughout the entire RFP Process.

DELIVERY OF PROPOSALS

In order to be considered, proposals must be delivered by the date and time specified below. Companies making proposals must allow ample delivery time to ensure the timely receipt of their proposals by the County.

Please submit one SIGNED original and four copies of your proposal no later than 3:30 PM on July 26, 2024:

**Delaware County Board of Commissioners
91 N. Sandusky Street
First Floor
Delaware, Ohio 43015**

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Delaware County will not accept any proposals received after the date/time stated above, and respondents shall 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 a respondent's personnel or by the respondent's outside carrier. Respondents must submit one (1) completed and signed original and four (4) copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of respondents will be read aloud. Proposals shall be submitted in a sealed, opaque envelope or box marked "Proposal Enclosed for RFP – Workers' Compensation Third Party Administrator." 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 respondent and Delaware County. Delaware County shall have no liability whatsoever to any respondent whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT RESPONDENTS 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 respondent from full compliance with the RFP specifications and other contract requirements if the respondent is awarded the Contract. A respondent may submit a proposed contract with its response to the RFP, but the terms and conditions stated in this RFP shall be incorporated into and will take precedence in any final contract. All proposals shall be valid for a period of 90 days from the submission date.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

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 respondent 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 respondents' proposals contain information that is exempt from Ohio Public Records law.

Delaware County will accept questions regarding the RFP only through the following email address: beuans@co.delaware.oh.us. All questions and answers will be sent to those prospective respondents that attend and register at the pre-RFP opening conference. The deadline for question submission is ten (10) days prior to the proposal submission deadline.

IV. SCOPE OF SERVICES

The TPA will be required to provide all services contained in this RFP.

Note: The County shall hold a pre-RFP Opening Conference for potential respondents to ask questions regarding this RFP. The County will hold this conference on July 12, 2024, at 3:00 pm, 91 N. Sandusky Street Delaware, Ohio 43015 in the 3rd Floor Meeting Room.

V. QUALIFICATIONS

The submitted proposal response shall give a description of the company [company overview]. The maximum ten-page double-spaced description should provide the County with narrative information on the respondent's credentials, history, status within the Ohio Workers' Compensation Community, personnel, experience and ability to serve the County as a whole, including the needs of its agencies and injured workers.

Respondents shall indicate in their narratives whether they:

- Are engaged as a TPA in the business of representing employers' interests in workers' compensation matters before the Ohio Bureau of Workers' Compensation and the Ohio Industrial Commission; and
- Have been in this profession or business in Ohio for at least ten years; and
- Have expertise in matters regarding the laws and policies of the Ohio Workers' Compensation System for both self-insured and state fund claims; and
- Possess the ability to manage effectively and continuously all workers' compensation claims to avoid the development of unnecessary liability and associated costs.

Respondents shall also include the following:

- Demonstrate why your organization is the best choice for Delaware County.
- Have a list of five business references, including the name and contact person for each reference given. At least **TWO** of the references should be Ohio public sector employers.

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- Demonstrate their organization's ability to provide all the products and services requested below under Self-Insured Claims Scope of Work. In order to demonstrate this ability, respondents **must** submit a current table of organization that shows the company's **entire staff that will service the County's account, along with each staff member's curriculum vitae.**

Successful respondent must have an Internet-based website for storing claims information, which provides imaged claim documents. The website(s) must offer the ability for the County to download claim reports as well as up-to-date medical and claims information.

Under a paragraph labeled 'IT Capabilities', respondents must describe in detail the respective system's search/query features. The County will rate your company's computer system for its clientele based on: user friendliness/ease of use, amount of detail captured, how quickly uploaded documents are available for viewing and other factors to ease the County's internal workers' compensation claims administration.

Successful respondents shall submit a maximum two-page double-spaced disaster and emergency recovery procedure plan/report that details how the company will recover IT capability, software, stored data and databases systems after an unplanned event, which renders your company's office location inoperable.

Please provide answers or verification of the following:

Respondents must carry errors and omissions insurance coverage with policy limits of at least \$1,000,000 per occurrence and \$5,000,000 aggregate. Please include proof of this coverage with the proof of other types of insurance coverages required in this RFP.

Will your company charge an implementation or an account set up fee and if so, what is the amount?

Does your company have at least ten years of experience in rate verification and actuarial analysis under the Ohio BWC System?

Does your company maintain a fully staffed office located within Delaware County or Central Ohio? This office must have the necessary storage space for housing the County's claim files needed for Industrial Commission hearings, holding meetings with County personnel, for conducting daily business and representing the County at Industrial Commission hearings.

Does your company own or is it the parent company of an OBWC certified managed care organization (MCO)? If yes what is the MCO name?

Your Company's proposal must include copies of sample standard claim reports.

All claim records shall remain the County's property and shall be surrendered when requested at no charge to the County.

Self-Insured Claims Scope of Work

The self-insured TPA is responsible for the management of every Delaware County self-insured claim for as long as it is open, active or if it is reactivated.

Claims Adjuster Responsibilities

The claims adjusters shall monitor each injury claim with the objective of returning the injured employee to work as soon as is medically possible following the injury. In order to meet this objective, the claims adjusters must be completely familiar with the details of each injury and must work directly with the injured employee and corresponding medical personnel. The claims adjuster **must** also be well versed in the requirements of the Ohio Bureau of Workers' Compensation and Industrial Commission of Ohio to keep current and timely on all filings required by these state agencies.

Specific duties shall include but are not limited to:

- Work with the County's legal counsel, when appropriate to provide information and documentation to assist in the litigation of claims.
- Accept self-insured injury reports via email or fax and forward the appropriate information within a reasonable amount of time to a claims adjuster.
- Post same listed information on to the company's Internet based data warehousing system.
- Evaluate any open claim and make recommendations to the County as to its proper disposition in accordance with the Workers' Compensation Act.
- Maintain complete records (hard copy and/or electronic) on all reported claims on behalf of and as custodian for the County. Maintain electronic and when necessary paper files. Document in clear, concise, easily understood language all medical claims notes.
- **All claim records shall remain the County's property and shall be surrendered when requested at no charge to the County.**

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- Submit a weekly summary of claim expenditures to the County. This will be billed monthly as a summary. Submit a sample monthly billing statement with your RFP submission.
- Prepare and deliver all appropriate benefit payments (indemnity and medical) for self-insured claims utilizing a payment method accepted by the OBWC. All payments are to be made on a timely and accurate basis and in accordance with Ohio BWC self-insured requirements, rules and statutes.
- Maintain contact with physicians and other involved medical personnel to maintain a current perspective on the claimants' progress toward their RTW.
- Maintain contact with the injured workers. Indicate how often your adjuster would contact an injured employee who is off work for a prolonged period of time due to a lost time injury.
- Keep current on all claimants' treatment plans and on any barriers to the expected return to work (RTW) date. Notify the Workers' Compensation Coordinator if any barriers to RTW are found.
- Prepare reports as required by the County for presentation at workers' compensation claims staffing meetings.
- Prepare and send letters to physicians regarding maximum medical improvement and other medical issues as well as letters regarding independent medical exams or reviews (IME & IMR).
- Evaluate cases with the potential for litigation and provide the County with recommendation(s) on the most cost effective manner for resolution. Recommendations should include expected legal outcome, settlement potential and/or cost savings.
- Document in clear, concise, easily understood language all medical claims notes.
- Participate in periodic, scheduled non-litigated claims reviews and be prepared to discuss each claimant's medical progress.
- Provide the County with at least two points of access to your Internet-based self-insured claims data warehouse systems for self-insured claims. Be prepared to demonstrate your data warehousing systems if requested.
- Capture the designated County Department for each claim.
- Maintain a fully staffed working office within Delaware County or Central Ohio.

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- Work with Workers' Compensation Coordinator to track and monitor trends relating to types of injuries, locations of injuries, length/severity of injuries in order to provide a safe work environment for all employees.
- Review all medical bills, in conjunction with the adjusters, for appropriateness to employee injury and diagnosis. Pay all medical bills at or below BWC fee schedule in a timely manner.
- Review all claims for determination of possible relief from costs under the provisions pertaining to subrogation and other cost deflection methods. Provide meaningful documentation of the results.
- Provide assistance, as requested, to the County in preparation of annual self-insurance renewal filings and periodic OBWC audits.
- Set reserves in conjunction with the County's Workers' Compensation Coordinator based on the most probable case outcome. Reserves must be monitored and updated (both indemnity and medical) as required by history and reserve protocols. On a separate page(s), detail your company's protocols for reserving and be specific regarding procedures and their accuracy.
- Review each file for potential fraud or specifically potential systematic abuse and keep the County alerted to any findings.
- Work directly with County's Workers' Compensation Coordinator to ensure the Program is meeting all of the standards required by the OBWC.
- Assist the Workers' Compensation Coordinator in answering any and all complaints filed by injured employees and attorneys of record.
- Provide the Workers' Compensation Coordinator with an Executive Summary of Program performance on a yearly basis outlining key performance indicators, including costs, return to work statistics and other important variables, including recommendations on overall Program improvement.
- Meet with the Workers' Compensation Coordinator on (at minimum) a semi-annual basis to review Program costs to include medical expenses and administrative costs (i.e. deposition, surveillance, court reports, drug & alcohol testing, etc).
- Comply with Federal Standards for Medicare reporting requirements as stipulated in Section 111 Medicare Secondary Payer Mandatory Reporting.

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Describe your company's process for reporting under Section 111 Medicare Secondary Payer Mandatory Reporting.

- Conform and communicate with excess insurance carrier in regards to any claim that may be potentially piercing the excess retention limit or reporting requirements. This certain criteria will be communicated by the excess carrier on an annual basis.
- Provide the County with predictable workers' compensation budget projections and assist the County in budget preparation.
- Regularly (at least once every 30 days) review **all** active claims, monitor active claims and advise the County on recent filings [motions, additional allowance requests, PPD, wage loss, PTD applications and change of physicians to name a few] and actions by either the claimants, the attorney of record and/or the BWC/IC within **72 hours after filing**.
- Obtain medical documentation from current and past treating physicians as such documentation pertains to cost containment activities.
- Consult with the County regarding the benefit of returning an injured worker to a modified or transitional duty position.
- Notify the County of the potential need for an independent medical exam or review at the County's expense for a County employee who is receiving or applying for workers' compensation benefits. Schedule independent medical exams or reviews based on Workers' Compensation Coordinator's approval. Costs for said exams and reviews are not covered in this contract.
- Develop objective medical findings in support of maximum medical improvement (MMI) to minimize the County's workers' compensation liability and exposure. This includes notifying the County in situations when and where a substantial aggravation issue may exist in a claim.
- Keep the County informed **in writing** of any and all new regulations and/or BWC or ICO procedures pertaining to self-insured and state fund workers' compensation claims.
- Represent the County at workers' compensation hearings before the BWC and/or ICO and **electronically** send post-hearing letters documenting the facts and arguments made at said hearings to the Workers' Compensation Coordinator.
- Provide annual reports showing all claims in the self-insured experience with claim numbers, quarterly and historical costs and **assigned** departments. All

reports shall be submitted electronically and if requested in hard copy form. Perform rate calculations for figuring the County's workers' compensation self-insured assessments. This includes providing the County with calculations and projections for self-insured assessments and claims' reserves costs based on standard, acceptable actuarial practices.

- Advise the County as to the settlement figures for workers' compensation claims.
- Assist the County in negotiating claim settlements by contacting claimants and or their attorneys of record. Pursue settlements of claims on the County's behalf when requested by the County.

State Fund Rated Claims

The TPA is responsible for the claims management of all Delaware County pre-September 1, 2008 claims for as long as they are open, active or being reactivated.

State Fund Claims Scope of Work:

Specific duties shall include but are not limited to all requirements under the above self-insured claims scope of work section excluding payment of bills and compensation.

Appendices:

Claims 2008-2024

Number of Industrial Commission hearings 2024 = 3, 2023 = 17, 2022 = 21, 2021 = 33

Applications must include answers to the following questions:

What is your company's turnaround time for posting newly received claims information to its website? Demonstrate your company's process for doing this.

Is there a separate fee for additional access points to your Internet-based self-insured claims data warehouse systems for self-insured claims? If so, what is the charge?

What is your company's fee (% of recovery) on claims subrogated on behalf of Delaware County?

How many claims persons will be assigned to the County's account both for medical only and lost time claims? On a separate page(s), please provide appropriate curriculum vitae for this/these employees.

Your company's proposal must include copies of standard self-insured claim activity reports.

Additional Narratives Required

- On a separate page, please describe any affiliations your company has with Preferred Provider Organization networks [PPO] for reducing claims' medical costs.
- On a separate page please describe your company's pharmacy benefit management program/services. Include whether your company performs this service in-house or uses a third party vendor (PBM).

Conditions of Responses

- A. *Completeness:*
All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.
- B. *Request for Proposals Clarification Request:*
During the period of evaluation, the County shall have the right to request clarification from the respondents. If any such respondent fails to respond to such a request within five (5) business days from the date of the request, the County shall have the right to reject the proposal.
- C. *Oral Presentations:*
After all responses have been evaluated, the Board of Commissioners or designee may require representatives of one or more of the respondents to appear and present before the Board of Commissioners or designated committee, at the respondents' expense, for the purpose of making a final evaluation and award.
- D. *Award Presentation:*
Subject to agreement negotiation, the Board of Commissioners shall select one of the proposals, or will reject all proposals within sixty (60) calendar days from the date of July 26, 2024.
- E. *Contract Development:*
If the County selects a firm, the Board of Commissioners designee will conduct contract discussions and negotiations with the apparent successful respondent with the assistance of the Board's legal counsel.

VI. CONTRACTUAL TERMS & CONDITIONS

VI.1 Respondent Acknowledgement

By submitting a proposal, the Respondent 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 Respondent acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

VI.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 respondent 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.

VI.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.

VI.4 Indemnification

The Contractor shall provide indemnification as follows:

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- 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

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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.

VI.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)

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(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 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.

VI.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.

VI.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.

VI.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

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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.

VI.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:

County:

VI.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.

VI.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.

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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.

VI.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.

VI.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 respondent/Contractor has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal.
- The respondent/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any respondent or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- The respondent/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The respondent/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 respondent/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said respondent or any other respondent, or to fix any overhead, profit or cost element of such price or that of any other respondent, 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 respondent/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the respondent/Contractor from entering this Contract.
- The respondent has not, directly or indirectly, submitted its proposal price or any break-down 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 respondent in its general business.
- All statements contained in the proposal are true.

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- 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.

VI.14 Effect of Acceptance of Proposal

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.

VI.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.

VI.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. Conflicts within the RFP documents shall be resolved in the following order of precedence: (1) the Contract, excluding those documents incorporated by reference; (2) any RFP Addenda; (3) the RFP; (4) all other documents forming a part of or incorporated by reference into the Contract.

VI.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.

VI.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.

VI.19 Incorporation of RFP into Contract

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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.

VI.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.

VI.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.

VI.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.

VII. EVALUATION OF PROPOSALS

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 (4) factors to determine which respondent 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 and will be disqualified as failing to meet the basic requirements of the RFP.

Key Factors for Contract Award

Factor	Weight Given
1. Timely and accurate payment of medical bills and compensation	25 points
2. Easy to navigate website and electronic reporting capabilities	25 points
3. Accurate and dependable hearing attendance	25 points
4. Claims management skills and pricing	25 points
TOTAL CRITERIA WEIGHT	100 points

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.

Evaluation Approach

Delaware County shall evaluate all proposals received and rank the respondents based upon the evaluation factors specified above. Delaware County may select one or multiple respondents 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 respondents during those discussions. Respondents 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 respondent, Delaware County shall enter into contract negotiations with the highest ranked respondent. Delaware County 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) respondent 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 respondent's

pricing information contained in its proposal. If negotiations with the highest ranked respondent fail, negotiations with this respondent shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked respondent. This process may continue until a contract is successfully negotiated.

VIII. STATUTORY NOTICES

- a. Delaware County reserves the right to reject any proposal in which the respondent 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 respondents 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. A respondent may withdraw the respondent's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with a respondent at any time during the negotiation process if the respondent 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 respondents 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 respondent 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.