

**REQUEST FOR PROPOSALS FOR
PROVISION OF EMERGENCY MEDICAL
AND AMBULANCE SERVICE**

The Village of Middlefield, Ohio (Village) and the Township of Middlefield, Ohio (Township) hereby jointly solicit proposals for the provision of medical and ambulance services to the Village and Township. The proposal shall be for the period January 1, 2018 through December 31, 2022. Proposal documents can be obtained at www.middlefieldohio.com or at the Municipal Center 14860 North State Avenue. Sealed proposals, endorsed "Proposals for the Provision of Emergency Medical and Ambulance Services" will be received at the office of the Village Administrator, 14860 North State Avenue, P.O. Box 1019, Middlefield, Ohio 44062, until **12:00 Noon on June 2, 2017** and thereafter will be publicly opened and read. The Village and Township reserve the right to accept or reject any and all bids. The bid that is deemed to be successful will be contingent upon passage of the Village's and the Township's respective tax levies at the November General Election.

Leslie Gambosi-McCoy
Village Administrator

5/11/2017
5/18/2017
5/25/2017

MIDDLEFIELD VILLAGE AND MIDDLEFIELD TOWNSHIP

**REQUEST FOR PROPOSALS FOR PROVISION OF
EMERGENCY MEDICAL AND AMBULANCE SERVICES
January 1, 2018 through December 31, 2022**

***RFP Effective Date:
May 11, 2017***

1. **Introduction.** The Village of Middlefield, Ohio ("Village") and the Township of Middlefield, Ohio ("Township") hereby jointly solicit proposals for the provision of emergency medical and ambulance services to the Village and the Township. (The Village and the Township are hereinafter referred to jointly as "Middlefield").

2. **Proposals.** The proposals shall be for the period January 1, 2018 (immediately following the expiration of the existing contract) through December 31, 2022 (the expiration date of the tax levy funding such proposal). The proposals shall be for the provision of emergency medical and ambulance services to Middlefield residents pursuant to the proposed Emergency Medical and Ambulance Services Agreement (the "Proposed Ambulance Contract") attached hereto as "Exhibit A," subject only to contract language modifications that are agreed upon by, between and among the successful bidder and the Village and the Township prior to commencement date of the contract.

3. **Contingency.** All proposals will be for an award of a contract, which award shall be contingent upon passage of the tax levy for ambulance services in ***both*** the Village and the Township. Said levy is to be submitted to the Village and Township electorate at the November 7, 2017 General Election. In the event that the levy passes in one but not both political subdivisions, the award of the contract shall be deemed null and void.

4. **Payment.** The Village and Township will each pay a percentage of the Annual Contract Price, with the Village paying 55% and the Township paying 45%.

5. **Submission** Sealed proposals, endorsed "Proposals for the Provision of Emergency Medical and Ambulance Services" will be received at the office of the Village Administrator, 14860 North State Avenue, P.O. Box 1019, Middlefield, Ohio 44062, until **12:00 noon on June 2, 2017**, and thereafter will be publicly opened and read.

6. **Form of Proposal.** Each proposal must include the Bid Proposal Form attached hereto as "Exhibit B," which must be fully completed and which must be accompanied by the additional documents specified therein.

7. **Deviation from Terms and Conditions.** Bidders are directed to review carefully the Proposed Ambulance Contract ("Exhibit A"). Section Three of the Bid Proposal

Form directs Bidders to include in their bid proposal any request deviation from the terms and conditions specified in the Proposed Ambulance Contract. Any substantive deviations from the attached Proposed Ambulance Contract which are not specified in the Bid Proposal Form submitted by the Bidder will not be accepted as part of the final contract.

8. **Name of Bidder.** Each bid proposal must be clearly signed and the full name of each bidding person, firm or corporation, and the type of entity (e.g. corporation, corporation not-for-profit, general partnership, limited partnership, sole proprietorship, etc.) must be clearly identified. In the case of a partnership, the partnership name and address and the name and address of each general partner must be given. In the case of a corporation, the proposal must be signed by a corporate officer with authority to bind the corporation, and that person's office must be identified. Any trade names used by the Bidder shall also be identified.

9. **Conditions.** Each Bidder shall fully acquaint itself with the terms and conditions of the Proposed Ambulance Contract ("Exhibit A"). The Bidder shall make its own determination as to conditions that exist throughout the Village and the Township, shall assume all risks and responsibilities and shall complete the work in and under such conditions as it may encounter, without extra cost to the Village or the Township. All applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the provision of emergency medical and ambulance services shall apply throughout the duration of Ambulance Contract, and they will be deemed to be included in the Ambulance Contract as if fully specified therein.

10. **Explanations.** Should the Bidder find discrepancies in or omissions from the Request for Proposals or the Proposed Ambulance Contract, or should the Bidder be in doubt as to the meaning of any of the terms specified therein, the Bidder shall immediately notify the Middlefield Village Administrator, at the address specified in Paragraph 5 of this Request for Proposals. Neither the Village nor the Township will be responsible for any oral instructions. Any questions a Bidder may have regarding the Request for Proposals or the Proposed Ambulance Contract must be propounded in writing to the Village Administrator at the specified address, and received at least five business days prior to the date of the bid opening.

11. **Unacceptable Bids**. Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its proposal:

- Evidence of collusion among bidders;
- Lack of competence as revealed by financial statements, experience or other factors;
- Lack of responsibility as shown by past work;
- Default on a previous public contract.

12. **Additional Information**. The Village and the Township reserve the right to request additional information (including but not limited to financial data and performance bonds) from any Bidder at any time prior to the execution of the Ambulance Contract.

13. **Rejection or Acceptance of Bids**. The Village and the Township reserve the right to accept or reject any and all bids, including any part or parts of any bid. In awarding the Ambulance Contract, the Village and the Township will jointly make an award to the lowest and best bid, considering all applicable factors. The Village and the Township reserve the right to consider the ability of any bidder to provide high quality emergency ambulance services on a long-term basis. Any bid which is incomplete, conditional, obscure or which contains irregularities of any kind may be rejected; however, the Village and the Township reserve the right to waive any such irregularity. The Village and the Township will endeavor to award jointly a single bid, for the provision of identical services to both the Village and the Township. In the event that the Village and the Township are unable to agree on a single bid and its alternatives, all bids will be deemed rejected. As provided in Paragraph 3, above, the bid that is deemed to be successful will be contingent upon passage of the Village's and the Township's respective tax levies at the November 7, 2017 General Election.

"EXHIBIT A" TO REQUEST FOR PROPOSALS

EMERGENCY MEDICAL AND AMBULANCE SERVICES AGREEMENT

WHEREAS, _____ ("Operator") is the owner and operator of certain emergency and non-emergency medical care vehicles and equipment designed to provide emergency and non-emergency medical care and assistance, and;

WHEREAS, Operator has in its employ personnel who are trained to provide emergency and non-emergency medical care and assistance and use such vehicles and equipment; and

WHEREAS, the Village of Middlefield, Ohio ("Village") and the Township of Middlefield, Ohio ("Township") desire to enter into an exclusive contract with Operator for the provision of emergency medical and ambulance services to the residents of the Village and Township (Collectively "Middlefield").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator, the Village and the Township (collectively, the "Parties") agree as follows:

1. **Definitions.** As used in this Emergency Medical and Ambulance Services Agreement ("Agreement"), the following terms shall be defined and construed as follows:
 - a. "Advanced Life Support" shall mean the treatment that a Paramedic is certified to perform, as described in Section 4765.39 of the Ohio Revised Code.
 - b. "Ambulance" shall be defined as set forth in Section 4766.01(D) of the Ohio Revised Code.
 - c. "Ambulance Base Station" or "Base Station" shall be the location of the Primary Ambulance and the facilities required by Paragraph 6(a) of this Agreement.
 - d. "Ambulance Licensing Board" shall mean the Board identified in Section 4766.02 of the Ohio Revised Code.

- e. "Backup Ambulance" shall be the Ambulance(s) designated as the second response vehicle in the event of a call for emergency medical service.
- f. "Basic Life Support" shall mean the treatment that an EMT-Basic is certified to perform, as provided in Section 4765.37 of the Ohio Revised Code.
- g. "Call" or "Emergency Call" shall mean any call, dispatch or other request for Emergency Medical Service within Middlefield.
- h. "Dispatch" shall mean the radio service provided to Middlefield for the Village Police Department and for MVFD.
- i. "Dispute" shall mean a disagreement regarding the interpretation, applicability or enforcement for any term of this Agreement including, without limitation (i) an alleged breach of any representation, warranty or covenant contained herein, (ii) a disagreement regarding the interpretation of any provision of this agreement, (iii) a dispute between Operator and a Resident or Middlefield regarding whether a service qualifies as "Emergency Medical Service" under this Agreement, (iv) a dispute between Operator and a Resident or Middlefield regarding the amount of any charges billed to a Resident, or (v) a dispute between Operator and any person or Middlefield regarding whether a person to who Medical Services have been provided is a Resident as defined herein.
- j. "Emergency Medical Service" shall mean any services as described in Chapter 4765 of the Ohio Revised Code that are to be performed by "First Responders," "Emergency Medical Technicians" or "Paramedics" as those terms are defined in Section 4765.01 of the Ohio Revised Code.
- k. "Emergency Medical Services Board" shall mean the Board identified in Section 4765.02 of the Ohio Revised Code.
- l. "Emergency Medical Technician – Basic" or "EMT- Basic" shall mean an individual certified as specified by Section 4765.01(B) of the Ohio Revised Code.
- m. "Emergency Medical Technician – Intermediate" or "EMT – I" shall mean an individual certified as specified by Section 4765.01(C) of the Ohio Revised Code.

- n. "Emergency Medical Technician – Paramedic" or "Paramedic" shall mean an individual certified as specified by Section 4765.01(D) of the Ohio Revised Code.
- o. "First Responder" shall mean the certified individual described in Section 4765.01(A) of the Ohio Revised Code.
- p. "Geauga Hospital" shall mean UH Geauga Medical Center, located on State Route 44 in Geauga County, or such other hospital as Operator and Middlefield shall subsequently designate in writing.
- q. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. Law No. 104-191, 29 U.S.C. § 1181 *et seq.* and 42 U.S.C. § 300(g)(a) as amended.
- r. "Intermediate Life Support" shall mean the treatment that an EMT – I is certified to perform, as described in Section 4765.38 of the Ohio Revised Code.
- s. "License" shall mean the license required by Section 4766.04 of the Ohio Revised Code.
- t. "Medical Emergency" shall be defined as set forth in Section 4766.01(N) of the Ohio Revised Code, and shall mean an unforeseen event affecting an individual in such a manner that a need for immediate care is created.
- u. "Middlefield PSAP" shall mean the local "911" telephone terminal which serves as the "Public Safety Answering Point" for 911 dispatch services for Middlefield.
- v. "Middlefield" shall mean the Township and Village of Middlefield, Ohio.
- w. "MVFD" shall mean the Middlefield Volunteer Fire Department.
- x. "Operator's Ambulances" shall mean the Primary Ambulances and the Backup Ambulances, as defined in Paragraph 6 herein, which are provided to Middlefield by Operator to provide the services required hereunder. Where services are provided through a mutual aid agreement, the vehicle and crew so provided shall meet all requirements for Operator's Ambulances specified in this Agreement.
- y. "Patient" or "Emergency Medical Patient" shall mean any person having a serious illness or injury which requires emergency medical care or

transportation to a hospital or outpatient emergency facility for further professional medical care and/or hospitalization.

- z. "Physician" shall mean an individual who holds a current, valid certificate to practice medicine and surgery or osteopathic medicine and surgery, as issued pursuant to Chapter 4731 of the Ohio Revised Code.
- aa. "Primary Ambulance" shall be the Ambulance designated as the first response vehicle in the event of a call for emergency medical service.
- bb. "Resident" or "Middlefield Resident" shall mean any natural person who resides within the territorial limits of the Village and the Township and shall include (1) all children attending school in the Village or the Township and (2) all employees of the Village, the Township and MVFD who require emergency medical services while within the territorial limits of Middlefield. "Resident" shall not include employees of a business located in Middlefield (other than MVFD) unless these employees are also Residents of the Village or the Township.
- cc. "Response Time" shall mean the total elapsed time from the moment Village Dispatch communicates a message to Operator until (a) Operators Ambulance arrives at the scene or location where Emergency Medical Services are desired and (ii) verifies that arrival by radio message to Dispatch.
- dd. "Township" shall mean the Township of Middlefield, Ohio
- ee. "Village" shall mean the Village of Middlefield, Ohio.

2. **Provision of Emergency Medical Services.** Operator shall provide Emergency Medical Services to Middlefield Residents on a 24-hour per day, seven day per week basis, pursuant to the following terms and conditions:

- a. Emergency Medical Service shall be made available to any and all Middlefield Residents, while any such Resident is within the territorial limits of Middlefield.
- b. Operator shall not directly charge any Middlefield Resident for the provision of Emergency Medical Service.
 - 1. Operator shall be permitted to bill insurers of Middlefield Residents, including Medicare and Medicaid for such charges. However, no Middlefield Resident shall be billed for any deductible, co-payment or

other non-insured amount for Emergency Medical Service, except as authorized by this Agreement.

2. Operator represents and warrants that the amount charged Middlefield for Emergency Medical and Ambulance Services, as provided by Paragraph 19(a) of this Agreement, was calculated, in good faith, to equal or exceed the annual coinsurance obligation and other "out-of-pocket" costs of Middlefield Residents within the meaning of the Federal Anti-Kickback Statue, 42 U.S.C. §§ 1320a-7b, as amended, and OIG Advisory Opinion 01-18 (Nov. 7, 2001).
 3. Operator and Middlefield shall examine, at least annually, the amount of the coinsurance and "out-of-pocket" cost obligation of Middlefield Residents that was met by the Paragraph 19(a) payment by Middlefield to Operator during the preceding twelve months. In the event that the Residents collective coinsurance and "out-of-pocket" cost obligation substantially exceeded the amount of the payment made to Operator by Middlefield, Operator and Middlefield shall take whatever steps are reasonably necessary to modify the provisions of this Agreement to assure compliance with the Federal Anti-Kickback Statue and any other similar applicable laws and regulations.
 4. Operator shall indemnify and defend Middlefield from any claim made against Middlefield under the Federal Anti-Kickback Statue arising under this Agreement, except to the extent that such claim arises solely and exclusively from conduct of Middlefield over which Operator has no knowledge or control.
 5. When providing Emergency Medical Service to any Middlefield Resident, Operator shall give to the patient or other appropriate person a card or other document that specifies that the patient is not to be billed for any deductible, co-payment or other non-insured amount, and shall give the patient appropriate contact numbers at the Village and Township to facilitate resolution of any issue that may arise should such billing occur.
- c. Operator shall transport all Patients to the closest appropriate facility, except as otherwise provided in this Paragraph.
 - d. If requested by the Patient, Operator shall provide Ambulance transport to any hospital or emergency medical facility other than Geauga Hospital, provided that (i) transport by Ambulance is medically necessary, (ii) the alternate destination is located no more than 50 miles from Middlefield, and

(iii) Operator does not utilize the Primary Ambulance to provide such service. The Patient shall bear the excess cost of such alternate transportation, as provided more fully by Paragraph 19 of this Agreement.

- e. If requested by the Patient, Operator shall provide Ambulance transport between any two hospitals or emergency medical facilities, provided that (i) transport by Ambulance is medically necessary, (ii) both such facilities are located no more than 50 miles from Middlefield and (iii) Operator does not utilize the Primary Ambulance to provide such service. The Patient shall bear the excess cost of such alternate transportation, as provided more fully by Paragraph 19(d) of this Agreement.
- f. This Agreement does not prohibit Operator from charging its usual and customary rates to any person who does not qualify as a Middlefield Resident, and this Agreement specifically authorizes Operator to charge Middlefield Residents for non-emergency services at the mileage rate set forth in Paragraph 19(d) of this Agreement.
- g. The Village and the Township agree to assist Operator with verification of residency or eligibility for services rendered within the scope of this Agreement, should such an issue arise.

3. **Emergency Response Time.** Operator shall respond to a Medical Emergency call within a Response Time of ten minutes in Middlefield Village and 15 minutes in Middlefield Township. However, if, at the time the emergency call is received, Operator's Primary Ambulance is already involved in a call for Emergency Medical Service in Middlefield, the Backup Ambulance shall arrive at the scene with a Response Time of no greater than twelve minutes in Middlefield Village and 17 minutes for Middlefield Township.

4. **Non-emergency Services.**

a. Operator shall provide non-dedicated Ambulance to the scene of a fire, traffic accident or other life-threatening incident located within Middlefield, at no additional charge to Middlefield, if specifically requested to do so by the MVFD, the Village Police Department or the Geauga County Sheriff's Department.

b. Operator shall station a non-dedicated Ambulance, without charge, at public festivities or events within Middlefield as requested by the Village Mayor, Village Council, Village Administrator or the Township Trustees. The Village Mayor, the Village Council, the Village Administrator, and the Township Trustees shall endeavor to provide Operator

reasonable notice of such requests in order to accommodate Operator's staffing considerations.

c. Operator shall provide, at no additional charge, blood pressure screening for all Middlefield Residents at its main office or such other location as may be reasonable, during normal business hours.

d. Operator shall provide, at no additional charge, basic first aid training and CPR recertification to all members of Middlefield's safety forces and to all members of the MVFD.

5. **Public Duties.** If requested by the Village or the Township, Operator shall provide a representative having full knowledge of matters relating to Operator's performance under this Agreement, to attend meetings of the Village Council or the Township Trustees. The Village and the Township shall give reasonable notice to Operator in advance of any such meeting.

6. **Facility and Equipment Requirements.**

a. Operator's Ambulance Base Station ("Base Station") shall be located at the facility provided by the Township for such service. The Base Station shall have sleeping and eating facilities for on-duty Ambulance personnel. Operator shall pay the Township **\$1,993.75*** per month for providing this facility. ***\$6.60 P/SQ FT-3,625 SQ FT OCCUPANCY**

b. At the Base Station, Operator shall locate at least one Ambulance (Primary Ambulance) which shall be available to provide the Emergency Medical Services to Middlefield Residents required herein.

c. Operator shall also provide a second Ambulance (Backup Ambulance) which shall be available to respond to any call for Emergency Medical Service within Middlefield on a twenty-four hour per day, seven day per week basis at such times as the Primary Ambulance is responding to another call. The Backup Ambulance shall be able to respond to any call within Middlefield within twelve minutes of being dispatched to the call. The Backup Ambulance may be provided by a mutual aid agreement with another operator of a private Ambulance service or with an Ambulance service operated by another political subdivision, provided that said ambulance and its crew meet (i) the equipment requirements of Paragraph 6(d) through 6(f) of this Agreement, (ii) the radio communications requirements of this Agreement, (iii) the personnel and training requirements of Paragraph 7 of this Agreement, (iv) the licensing requirements of Paragraph 8 of this Agreement, and (v) the insurance requirements of Paragraph 13 of this Agreement, and further provided that Operator fully complies with the notice and

indemnification requirements of Paragraph 16 of this Agreement regarding any billings submitted to Middlefield Residents in violation of Paragraph 2(b) by any such mutual aid provider. Any such mutual aid agreement shall be in writing and Operator shall provide a copy of any such mutual aid agreement to the Village and the Township upon its execution and such additional information as is necessary to verify the additional requirements of this Paragraph.

d. The Primary Ambulance and the Backup Ambulance (collectively "Operator's Ambulances") shall each, at a minimum, be equipped with those medical supplies and equipment as required by the latest Ohio State Certification standards. In addition, each of Operator's Ambulances shall be capable of Advanced Life Support Services and shall include a 12 Lead cardiac monitor equipped with, NIBP, Caonography, Pulse Oximetry, and EKG transmission capabilities and any other equipment and drugs necessary to perform Advanced Life Support Services including return of spontaneous circulation (ROSC). Operator's System shall also include bariatric specialty equipment available to utilize when necessary. Operator's Ambulance shall also be equipped to handle pediatric population safety.

e. Operator's Ambulances shall meet the specifications identified in the document entitled "Federal Specification Ambulance Emergency Medical Care Vehicle" as published by the General Services Administration, DOT Federal Specification KKK1822, and shall have affixed thereto the appropriate certifications required by Chapter 4766 of the Ohio Revised Code.

f. Operator's Ambulances shall be designed to transport injured persons in comfort and safety and shall be maintained in clean, sanitary and good mechanical condition at all times and shall, at all times, be in compliance with all applicable state or federal standards for Ambulances.

g. All mechanical, safety and special equipment shall be subject to inspection at any reasonable time by representatives of the Village or the Township.

7. Personnel and Training Requirements.

a. Operator shall have adequate staff available such that Operator's response to any emergency call shall include at least one Paramedic certified to perform Advanced Life Support, and a second person who is either a Paramedic, an EMT – I or EMT – Basic.

b. Operator's Paramedics shall have a direct link to a Physician who is empowered to oversee clinical policy and procedure, including setting standards for compliance of vehicles, onboard equipment and collection and recording of medical information.

c. Operator shall provide training sessions for all Operator's employees and Operator shall require mandatory attendance at such in-service training programs. Operator shall ensure that all field personnel possess appropriate understanding and training of the Ambulance system.

d. All persons employed by Operator under this Agreement shall be competent and hold appropriate permits and certificates for their professions. Operator shall abide by all customary procedures, standards, rules and regulations for patient care and Ambulance maintenance.

e. Operator's employees will provide courteous and professional conduct and display professional appearance at all times. All ambulance service personnel shall have a uniform to be worn when on duty, the style of which shall be determined by Operator. Name tags and badges identifying the level of training shall be worn by all Ambulance personnel. To the extent permitted by law, Operator shall require its employees to undergo blood and urine tests to determine the presence of infectious diseases or illegal alcohol or drug use.

8. **Licensing.** Operator shall be licensed pursuant to all applicable sections of the Ohio Revised Code and shall meet all of the requirements set forth in the Revised Code and in any regulations promulgated thereunder in addition to any additional requirements as set forth in this Agreement. Each employee of Operator shall be certified and accredited as required in Chapter 4765 and 4766 of the Ohio Revised Code and any regulations adopted thereunder. Operator shall submit documentation to the Village and the Township demonstrating compliance with applicable licensing requirements by both Operator and its employees.

9. **Records Maintenance.** Operator shall maintain the records described in this paragraph, and shall submit copies of these records to the Village and the Township no later than the 10th day of the month following each month of service:

- (a) Date of Service;
- (b) Age and sex of each patient, for purposes of this Agreement;-
- (c) Identification of whether the dispatch request came directly from Operator's telephone or Dispatch;
- (d) Time at which Operator received the dispatch request;
- (e) Time at which the Ambulance was dispatched;
- (f) Location to which the Ambulance was dispatched;
- (g) Time at which the Ambulance arrived at the scene;
- (h) Time at which Ambulance left the scene;
- (i) Location of the medical facility to which the Patient was transported;
- (j) Time at which Ambulance arrived at medical facility;
- (k) Time at which Ambulance was placed back in service;

- (l) Distance between scene and medical facility;
- (m) Whether any charges were billed to the Patient, and if so, the amount of such charges;
- (n) All documents and records which Operator is required to maintain under HIPAA; and
- (o) If the Ambulance is provided by mutual aid, (i) the identity of the mutual aid provider, and (ii) if the mutual aid provider billed the Middlefield Resident, frequent updates regarding all steps the Operator has taken pursuant to Paragraph 16 of this Agreement.

10. **Financial Information.** In addition to the information to be maintained and provided pursuant to Paragraph 9 of this Agreement, Operator shall provide the Village and the Township with financial and operating information, including the following:

- a. A monthly summary of Operator's Ambulance runs in Middlefield, specifically identifying the volume and nature of the ambulance runs;
- b. An annual summary, containing annualized data specifically identifying the volume and nature of the ambulance runs;
- c. An annual 990 financial report will be available upon request.
- d. Not more than 120 days after fiscal year end, an annual profit and loss statement regarding Operator's operations in Middlefield.

11. **Right to Inspect and Audit.** At any time during normal business hours, and as often as may be reasonably necessary, Village representatives and/or Township representatives may inspect and observe Operator's facility and operations. Upon reasonable notice, Operator shall make available to the Village and the Township any documentation relating to any matter covered by this Agreement.

12. **Insurance Requirements.**

a. Operator shall purchase and maintain liability insurance coverage throughout the term of this Agreement, as follows:

- (i) Professional Liability Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) per occurrence;
- (ii) Comprehensive Automobile Liability Insurance: Covering bodily injury and property damage in the minimum amounts of One Million Dollars (\$1,000,000.00) per person and Five Million Dollars (\$5,000,000.00) per occurrence;
- (iii) Comprehensive General Liability, Bodily Injury & Property Damage Insurance: providing coverage in the minimum

amounts of One Million Dollars (\$1,000,000.00) per person and Five Million Dollars (\$5,000,000.00) per occurrence;

b. The insurance provided by Operator shall insure the Village and the Township, and their respective officers, agents and employees against any sums which the Village or the Township may become legally obligated to pay as a result of any negligent act or failure to act by Operator, its officers, agents or employees.

c. Operator shall not operate any Ambulance in Middlefield unless the insurance required by this Paragraph applicable to said Ambulance is in full force and effect.

d. All insurance required by this Agreement shall be purchased from and maintained with a solvent insurer that is licensed to do business in Ohio.

e. Certificates of Insurance for the policies required herein shall be provided to the Village and the Township prior to Operator's commencing operations, and thereafter upon request.

f. Any material change in, or cancellation or other termination of any policy required herein shall automatically revoke and terminate this Agreement, unless another insurance policy complying with the requirement of this Paragraph is issued and is in full force and effect prior to the time of such cancellation.

g. Each insurance policy required by this Paragraph shall name, as additional insureds, the Village of Middlefield, Ohio and the Township of Middlefield, Ohio.

13. **Additional Obligations of Operator.** As additional obligations of Operator under this Agreement Operator shall:

a. Provide the Village and the Township with documentation identifying the names, addresses, training, qualifications and licensure of each individual who will be providing services under this Agreement, and updating such list at least semi-annually.

b. Provide all necessary and appropriate vehicles, equipment and training;

c. Develop, negotiate and maintain hospital/ambulance policies and patient exchange policies;

d. Develop, in coordination with the MVFD and local health care providers, protocols pursuant to which helicopter "life flight" emergency transportation will be called in to provide transportation;

- e. Maintain good working relationship with area law enforcement agencies;
- f. Provide the public with all requested information concerning Operator's services;
- g. Interface with 911 dispatching agencies;
- h. Carry all necessary equipment in each vehicle for the treatment and transportation of children;
- i. Comply with all applicable provisions of HIPAA.

14. **Medical Control and Quality Assurance.**

a. Operator shall provide Emergency Medical Services in full compliance with current rules and regulations of the Ohio Emergency Medical Services Board, Ohio Ambulance Licensing Board, Ohio Ambulance Commission, and all applicable federal and state laws.

b. The Township and the Village retain the right, but not the duty, to audit or evaluate the quality of Emergency Medical Services provided by Operator under this Agreement.

c. Operator shall resolve all complaints regarding the quality of its services under this Agreement to the reasonable satisfaction of the Village Council and the Township Trustees.

15. **Compliance with Applicable Laws, Rules and Regulations.** All services furnished by Operator shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations, including, but not limited to HIPPA. It shall be Operator's sole responsibility to determine which laws, rules and regulations apply to the services rendered under this Agreement and to remain in compliance at all times.

16. **Cooperation with Other EMS Providers.** Operator agrees to exchange appropriate and pertinent information with other EMS providers in disaster and mutual aid situations, including service areas and primary location and number of Ambulances available for immediate response. If Operator is aware that an EMS Mutual Aid Provider is likely to submit a bill to a Middlefield Resident contrary to the requirements of Paragraph 2(b) of this Agreement, Operator shall forthwith (1) contact the Resident and notify the Resident that payment is not required, (2) notify the EMS Mutual Aid Provider

that the Resident is not obligated to pay the bill under terms of this Agreement and the Mutual Aid agreement, (3) request the Resident to contact the billing agent for the EMS Mutual Aid Provider and inform the Provider that no payment is due or owing, (4) continue to work with the Resident and the EMS Mutual Aid Provider to resolve the issue and end the billing, and (5) if the EMS Mutual Aid provider persists in such collection attempts, to indemnify, defend and hold the Resident harmless against any such claims, judgments or additional collection attempts. Operator further agrees, as to all other disputes between a Resident and an EMS Mutual Aid Provider, to be the lead agency in all attempts to resolve such disputes, and to provide the Village and Township notice of all such disputes and periodic updates regarding their resolution until such disputes have been successfully concluded.

17. **Disaster Assistance.** During a declared disaster, either in Middlefield or in a neighboring jurisdiction, Operator shall follow the Emergency Management Plan adopted by Geauga County and commit such resources as are necessary and appropriate, given the nature of the disaster. Operator shall be exempt from compliance with response time standards during periods of defined disasters. Operator shall resume normal operations as soon as reasonably practicable after such disaster assistance has been terminated.

18. **Dispute Resolution.** If a Dispute arises in connection with this Agreement the parties agree to use the following Alternate Dispute Resolution (“ADR” procedure in good faith prior to pursuing other available judicial or non-judicial remedies:

a. Upon execution of this Agreement, Operator, the Village and the Township shall each designate an ADR Representative. The ADR Representatives shall endeavor, in good faith, to resolve all disputes informally. Each such ADR Representative shall have decision making authority regarding the Dispute, subject to approval by Village Council and Township Trustees.

b. In the event that the ADR Representative are unable to resolve the Dispute informally, a written notice specifying the nature of the Dispute shall be provided to the adverse Party.

c. If, within thirty (30) days after receipt of the Dispute Notice, the ADR Representatives have not succeeded in resolving the Dispute, the ADR Representatives will then jointly appoint a mutually acceptable neutral person not affiliated with either Party (the “Neutral”).

d. Promptly upon appointing the Neutral, the ADR Representatives and the Neutral shall meet informally in an attempt to reach resolution of the Dispute. In the event that they are unable to reach such informal resolution within 10 days of the appointment of the Neutral, the Dispute shall be arbitrated pursuant to rules established

by the American Arbitration Association, except that the Arbitration Panel shall consist of (1) the ADR Representative designated by Operator, (2) the ADR Representative designated by the Village or the ADR Representative designated by the Township, and (3) the Neutral. The fees and costs of the Neutral (if any) and any other fees and costs of said Arbitration Panel shall be borne equally by the Parties.

e. Notwithstanding anything herein to the contrary, nothing in this Paragraph shall preclude any Party from seeking interim or provisional relief concerning the Dispute, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief, either prior to or during the ADR proceeding if necessary to protect the interests of such Party.

19. Middlefield’s Payment for Services.

a. In consideration for rendering the services described herein to Middlefield Residents, Middlefield shall pay Operator the amounts specified in the following table:

TABLE 1: PAYMENT FOR SERVICES

YEAR	FROM	TO	COMBINED PAYMENT (12 MONTHS)	MONTHLY VILLAGE AMOUNT (55%)	MONTHLY TOWNSHIP AMOUNT (45%)
1	01/01/18	12/31/18			
2	01/01/19	12/31/19			
3	01/01/20	12/31/20			
4	01/01/21	12/31/21			
5	01/01/22	12/31/22			

b. Payment will commence January 1, 2018 and on the first day of each month thereafter. The Village shall pay fifty-five (55%) percent of said annual sum, and the Township shall pay Forty-Five (45%) percent of said annual sum.

c. Operator shall not charge any Middlefield Resident for the provision of emergency medical service.

- d. Operator agrees that, when providing non-emergent Ambulance transportation to any Middlefield Resident that is private pay, Operator shall charge the Resident the reduced rate of 80% of the Medicare Allowable. (as of 2017 the Medicare Allowable is _____)
- e. In further consideration of the obligations of the Parties set forth herein, Operator agrees that, when providing Ambulance transportation to any Middlefield Resident that is not provided at zero charge to said Resident, Operator shall charge the Resident the reduced rate of _____ per mile (the "Discount Mileage Rate") for such services.
- f. Operator warrants that the Discount Mileage Rate shall be the lowest per mile rate it offers to any customers in Geauga County and that, in the event that Operator subsequently enters into an agreement to provide Ambulance services at a lower rate, it shall automatically reduce the Discount Mileage Rate under this Agreement to that lower rate.
- g. In calculating charges for services that are not provided without charge to Middlefield Residents, as more fully identified in Paragraph 19(d) of this Agreement, the following shall apply:
 - (i) The Parties agree that, for purposes of this Agreement, the distance from Middlefield to Geauga Hospital shall be deemed to be twelve miles, and that this mileage shall be used to determine all charges for services where only a portion of the services are provided at no charge under this Agreement, and the remaining services are to be billed to the Patient.
 - (ii) The "Covered Charge" shall be determined by multiplying the mileage set forth in subparagraph (i) above by the Discount Mileage Rate.
 - (iii) Where Operator provides emergency transportation to a Middlefield Resident to a hospital or emergency medical facility other than Geauga Hospital, the "Gross Charge" for said transportation shall be determined by multiplying the highway mileage between Middlefield and said facility by the Discount Mileage Rate provided by Paragraph 19(d) of this Agreement. The Gross Charge shall be reduced by the Covered Charge, and the Patient shall pay the difference between the Gross Charge and the Covered Charge.

- (iv) In the event that the Patient is transported for a non-emergency condition, the highway mileage to the medical facility shall be multiplied by the Discount Mileage Rate, and the Patient shall pay Operator that amount.
- (v) In the event that Operator transfers a Middlefield Resident from one medical facility to another, the highway mileage expended by Operator (including mileage to and from the medical facilities) shall be multiplied by the Discount Mileage Rate, and the Patient shall pay Operator that amount.

20. **Term.** This Agreement shall be for a term of sixty months, commencing at 12:01 a.m. January 1, 2018 and terminating at 11:59 p.m. December 31, 2022.

21. **Performance Bond.** Operator agrees to provide the Village and the Township with a Performance Bond guaranteeing Operator's performance under the terms and conditions of this Agreement. Said Performance Bond shall be in an amount not less than the sum total of Middlefield's payments to Operator for the 60-month duration of this contract, as specified by Table 1 in Paragraph 19(a) of this Agreement, made payable jointly to the Village and the Township in the event of Operator's default of or breach of this Agreement. Operator shall procure said Performance Bond within 90 days of the date of the execution of this Agreement, and shall provide the Village and the Township with evidence of said bond immediately thereafter. The amount of the performance bond may be reduced annually, to effect the actual amount of future payments due under the Contract for the balance of the contract term, as reflected in the chart appearing at Paragraph 19(a) hereof. With the approval of Middlefield, at Middlefield's sole discretion, Operator may substitute a different form of security for said Performance Bond, such as a letter of credit or other suitable security Agreement on Operator's Deposit Account. Further, Middlefield Village Council and Middlefield Township Trustees, in their joint discretion and for good cause shown by Operator, can determine an alternate performance bond arrangement.

22. **Indemnity.** Operator agrees to indemnify, defend and hold harmless (a) the Village, its officers, council members, agents, employees and affiliates and (b) the Township, its trustees, agents, employees and affiliates, arising out of any claims they may be subject to as a result of:

1. Any and all negligent, reckless, willful or wanton, intentional or criminal conduct of Operator or any of its officers, agents or employees, including any attorneys' fees, costs or expenses associated with defending any such claim; and

2. Any costs, expenses, attorneys' fees, liability, damages, fines and penalties with respect to claims for Workers' Compensation, Unemployment Compensation or other employee claims for benefits, or arising out of Operators violation or alleged violation of any federal, state or local law or regulation.

23. **Termination Without Cause.** This Agreement may be terminated without cause if either Operator or the Village and the Township, acting jointly, provide one hundred eighty (180) days written notice to the other Party. In the event of such termination without cause, all payments under this Agreement shall be prorated to the date of termination, and, upon the effective date of termination, the Operator, the Village and the Township shall be under no further obligation hereunder.

24. **Termination for Cause.** This Agreement may be terminated and the Performance Bond forfeited for any of the following reasons:

a. Revocation or suspension of Operator's Licenses, Ambulance permits or provider agreements by the State Board of Emergency Medical Services, Ohio Ambulance Licensing Board, Ohio Department of Human Services or other governmental agency or regulating agency;

b. If the Village or the Township determines that Operator has committed a substantial violation of this Agreement.

c. If the Village or the Township determines that Operator cannot perform its obligations under this Agreement in a manner that ensures the health, safety and welfare of the Residents and if Operator has failed to cure said deficiencies within a reasonable time after receiving notice thereof.

d. If Operator is deemed insolvent under federal or state law or if Operator's assets or equipment are seized or attached by any governmental agency or by order of any court.

25. **Non-assignability.** No right or obligation under this Agreement may be assigned or delegated to a third party without the expressed prior written consent of all other Parties and any attempt at assignment without such consent shall be considered null and void.

26. **Venue and Jurisdiction.** The Parties agree that the Common Pleas Court of Geauga County, Ohio shall have exclusive and original jurisdiction to adjudicate any dispute arising out of this Agreement, and Operator consents to venue in Geauga County, Ohio.

27. **Independent Contractor.** It is understood by and between the parties that Operator and its employees and associates are not employees of the Village or the Township and the relationship of Operator to the Village and the Township is that of an Independent Contractor.

28. **Workers' Compensation.** Operator shall, at all times during the term of this Agreement, comply with the workers' compensation laws of the State of Ohio and shall subscribe to and maintain workers' compensation coverage and pay such premiums to the State of Ohio as may be required.

29. **Equal Employment Opportunity.** In performing its services under this Agreement, Operator shall abide by the terms and provisions of Section 125.111 of the Ohio Revised Code, as if that statute were fully rewritten herein.

30. **Notice.** Any notice required or permitted to be given pursuant to the provisions of this Agreement shall be given in writing, and either delivered in person, by electronic transmission, sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service. Any such notice shall be properly addressed and be delivered to the following:

As to Operator:

As to the Village:

Village of Middlefield, Ohio
Attention: Village Administrator
14680 North State Avenue
P.O. Box 1019
Middlefield, Ohio 44062

As to the Township:

Township of Middlefield, Ohio
Attention: Township Clerk
15228 Madison Road
P.O. Box 384
Middlefield, Ohio 44062

The notification addresses set forth in this Paragraph may be changed by any Party by providing proper notice under this provision.

31. **Severability.** If any portion of this Agreement is declared invalid or unenforceable, the remaining portions shall be valid and enforceable and carried into effect unless doing so would violate the present legal and valid intention of the Parties.

32. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Ohio.

33. **Headings.** The headings contained in this Agreement have been inserted by convenience only and in no way define or limit the scope of interpretation of this Agreement.

34. **Entire Agreement.** Once executed, this document shall constitute the entire Agreement between and among the Parties with respect to subject matter hereof and shall supersede all prior oral or written agreements and understandings. This Agreement shall not be modified, altered or amended except by a writing, signed by all Parties.

35. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year indicated below.

By: _____

Its: _____

Date: _____

VILLAGE OF MIDDLEFIELD, OHIO

By: _____
Leslie McCoy, Village Administrator

Date: _____

TREASURER'S CERTIFICATE

I, Nicholas Giardina, Fiscal Officer of the Village of Middlefield, hereby certify that all funds necessary to carry out the villages financial obligations in this Agreement have been lawfully appropriated or authorized or directed for such purpose and are in the treasury or in the process of collection to the credit of the general fund, free from any obligation or certificate now outstanding as of this _____ day of _____, 2017.

Nicholas Giardina
Fiscal Officer

Date: _____

Approved as to form:

Village Solicitor

Date: _____

TOWNSHIP OF MIDDLEFIELD, OHIO

By: _____
Township Trustee

By: _____
Township Trustee

By: _____
Township Trustee

Date: _____

Approved as to form:

Assistant County Prosecutor

Date: _____

"EXHIBIT B" TO REQUEST FOR PROPOSALS

BID PROPOSAL FORM

**REQUEST FOR PROPOSALS FOR PROVISION OF EMERGENCY MEDICAL AND
AMBULANCE SERVICES
TO MIDDLEFIELD VILLAGE AND MIDDLEFIELD TOWNSHIP**

January 1, 2018 through December 31, 2022

Section One: PROPOSED CONTRACT PRICE

Subject to the Additional Service bids specified in Section Two of this Bid Proposal Form, the additional bid item specified in Section Three, and the deviations from contract proposal (if any) specified in Section Four, the undersigned Bidder ("Bidder") hereby proposes that it will supply emergency medical and ambulance services to the Village of Middlefield ("Village") and Middlefield Township ("Township"), pursuant to the terms and conditions of the Emergency Medical and Ambulance Services Agreement ("Agreement") attached to the Request for Proposals as "Exhibit A", at a Total Contract Price of \$_____, with payment to be divided between the Village and the Township as provided in Paragraph 20 of this Agreement.

Section Two: ADDITIONAL SERVICES

Bidder shall indicate the modifications to the Contract Price, based upon the contract alternatives specified below. The alternative proposals are as follows:

- A. **Non-Emergency Transportation** (Proposed Ambulance Contract, Paragraph 20(d))

Operator shall provide reduced charge services for non-emergency transportation for Residents, as provided more fully in Paragraph 20(e) of the Proposed Ambulance Contract, at the rate of \$___per mile.

Section Three: DEVIATIONS FROM CONTRACT PROPOSAL

The Proposed Ambulance Contract contains numerous terms and conditions. To the extent that the Bidder believes that any of those terms and conditions are unduly burdensome or costly, the Bidder is encouraged to identify such provisions, and indicate any cost savings for their deletion or modification. Bidder is further encouraged to indicate additional contractual provisions which it believes should be included in the Ambulance Contract. Bidder is encouraged to indicate any additional services, expertise or other proposals which it believes would be of interest to Middlefield. All additional

information shall be in writing and attached to this Bid Proposal Form.

Section Four: REQUIRED ATTACHMENTS

Each Bidder shall attach documents to its bid proposal meeting the following requirements:

(a) **Executive Summary**. Each Bidder shall attach to its bid an executive summary of the bid, providing a brief history of the Bidder and highlighting the Bidder's qualifications to provide services to Middlefield residents. Each Bidder is encouraged to indicate any additional services, expertise or other factors which it believes would be of interest to Middlefield.

(b) **Financial Statements**. Each Bidder shall attach to its bid a copy of (a) its audited financial statements and annual reports for the last two fiscal years, and (b) its audited financial statement for the quarter most recently available. (Where audited financial statements are unavailable, Bidder shall submit such other financial statements prepared in accordance with generally accepted accounting principles as may be available.)

(c) **Evidence of Ability to do Work**. Each Bidder shall attach to its bid evidence demonstrating that it is fully competent and has the necessary licenses, facilities, insurance coverage and pecuniary resources to fulfill the conditions of the Ambulance Contract and its specifications.

(d) **Description of Backup Ambulance Plan**. Each Bidder shall attach to its bid a detailed description of how it plans to meet the requirements for the Backup Ambulance (Ambulance Contract Paragraph 6c), including anticipated location(s) from which the Backup Ambulance will be dispatched, the identity and qualifications of any anticipated frequent mutual aid partner which will be providing such backup ambulance service, and copies of any mutual aid agreements which the Bidder has secured from any such mutual aid partner.

(e) **Third-Party Billing: Substantiation of Bid Amount**. With respect to the portion of the bid addressing services where third-party insurance billing is permitted, each Bidder shall attach to its bid documentation that its bid amount for such services is expected to equal or exceed the annual coinsurance obligation and other "out-of-pocket" costs of Middlefield Residents within the meaning of the Federal Anti-Kickback Statue, 42 U.S.C. §§ 1320a-7b, and OIG Advisory Opinion 01-18 (Nov. 7, 2001)

Section Five: CERTIFICATION

The undersigned, as a duly authorized representative of _____,
submits the foregoing (including any attached documents) as its proposal for the
provision of emergency medical and ambulance services to Middlefield Village and
Middlefield Township.

Submitted this _____ day of _____, 2017.

Signed in the presence of:

Bidder Name

By: _____

Its: _____