

Pivot Onsite Innovations  
 125 Gaither Drive, Suite K  
 Mount Laurel, NJ 08054  
 Contact person: Julie Jordan  
 Vice President of Sales  
 Telephone: (916) 343-1322  
 Email address: [jjordan@pivoths.com](mailto:jjordan@pivoths.com)

## City of Delaware RFP

### Occupational Health & Safety Service

1. Is City of Delaware looking for and EH&S Specialist to contract this RFP or an Occupational Health Medical Director to oversee all Occupational Health Medical compliance and safety needs and exposures?

The City of Delaware is looking to contract with a provider capable of performing the services outlined in the Request for Proposal for Occupational Health and Safety Services. This can be a person or a team. The City will consider proposals for any person or team to deliver the scope of services.

2. Will City of Delaware provide the following services volume and data? [See attached pricing agreement.](#)

City of Delaware Occupational Health Services				
Services	Services Yes/NO	Number of Services Annually	Service Price Vendor 1	Service Price Vendor 2
PRE-EMPLOYMENT /REINSTATEMENT PHYSICALS EXAM				
DOT EAM FOR COMMERCIAL DRIVER LICENSE CDL				
POLICE PHYSICALS				
FIRE FIGHTER PHYSICALS				
MENTAL HEALTH CLEARANCE (EMT/FIRE/LAW)				
RETRUN TO WORK EXAM FOLLOW UP MEDICAL(PSR)				
RETURN TO WORK EXAM LEAVE OF ABSENSCE (LOA) CE (LOA) NON INDUSTRIAL INJURY OR ILLNESS				
COMBO NON INDUSTRIAL INJURY (RTW)/DOT EXAM				
FIT FOR DUTY				
MEDICAL REVIEW				
MEDICAL EVAL				
MEDICATION REVIEW				
MEDICATION EVAL				
FIT FOR DUTY EXAM ADA AND OH FEHA				
SHY BLADDER AND SHY LUNG EVALS				
VITALS CHECKS				
AUDIO TESTING				
COLOR VISION (ISHIHARA) 14 PLATE TEST				

PULMONARY FUNCTION TEST (PFT)				
HEPATITIS B VACCINES				
TB SKIN TEST				
CHEST X-RAY				
CHEST XRAY WITH B READ (ASBESTOS TESTING)				
ASBESTOS TESTING				
MEDICAL SURVEILLANCE (HAZMAT/ ASBESTOS/ RESPIRATORY)				
LEAD EXAM ( BLOOD LEAD ZPP)				
ALCOHOL TESTING ( BREATH/SALIVA) DOT BREATH				
URINE SPECIMEN COLLECTION				
WRITTEN DOCUMENTATION REQUEST				
STATE OF OH SDI FORM COMPLETION				
COVID TRACK TRACING				
COVID TESTING				

3. Who is City of Delaware’s current MRO and Lab?

The City of Delaware currently uses Corporate Health Testing to perform CDL random testing and Ohio Health Employer Services for pre-employment, post-accident and reasonable suspicion testing.

4. How many Medical Surveillance charts will be transferred over to your new Medical Director, if this is the avenue the City of Delaware is looking to go?

Not applicable.

5. What is City of Delaware’s primary focus for going out to bid on all Occupational Health Services? EH&S programs and written policies or Medical oversight, Injury and exposure reductions and management?

Coordination of occupational health and safety services across the organization.

6. Is the City of Delaware looking at proactive programs to reduce injuries and case compression of injuries and medical exposures?

Yes.

7. What type of COVID-19 Testing program is currently in place along with policies?

Not applicable.

a. Will track tracing and COVID management be needed? No

b. Any “Mandatory” regulations?

i. COVID Testing – Yes or No – is there a policy in place. No.

ii. COVID Vaccine – Yes or No – is there a policy in place? No.

8. Are the below programs in place and when was the last time they were last updated or reviewed? Please see attached Needs Analysis by Department.

<b>Programs</b>	<b>Policy in Place Yes or No</b>	<b>Last time audited</b>	<b>Last date updated</b>
Accident Analysis			
Bloodborne Pathogen Exposure			
Confined Spaces			
Cranes/Hoists/Slings			
Electrical Safety-Related Work Practices			
Emergency Preparedness and Response			
Trenching and Excavations			
Fire Prevention			
Fall Protection			
First Aid			
General Safety and Health Provisions			
Hazard Communication			
Hazardous Waste Operations			
Hearing Conservation			
Hot Work			
Laboratory Chemical Safety			
Lockout/Tagout (LOTO)			
Personal Protective Equipment (PPE)			
Powered Industrial Truck Operation			
Respiratory Protection			
Toxic Exposures/Substances			
Ergonomics			
Violence in the Workplace			



# OhioHealth

BELIEVE IN WE™

## Employer Services Agreement

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Services division ("Supplier") as described below:

**Company:** City of Delaware

Company Information

Contact Name: Jessica Feller  
Title: HR Manager  
Address: 1 South Sandusky St  
City/State/Zip: Delaware, OH 43015  
Phone: 740-203-1025  
Email: jfeller@delawareohio.net  
# of Employees: 300  
# of Employees Estimated to Receive Service(s): 300

Billing Information

**SAME**

Contact Name:  
Title:  
Address:  
City/State/Zip:  
Phone:  
Email:

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

**X Schedule A: Employment / Pre-Employment Services**

- Schedule B: Individual Health Services
- Schedule C: Wellness / Employee Health Program Services
- Schedule D: Flu Vaccine Services

This Employer Services Agreement is subject to the attached Terms & Conditions to Employer Services Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Services Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Please complete the following information for result reporting:

Contact: ①	
Title: Whitney Faust	② Lorrie Diaz
Address: 1 S. Sandusky Street	ldiaz@delawareohio.net
City, State, Zip: Delaware, OH 43015	
Phone: 740-203-1026	③ Jessica Feller
Fax: 740-203-1049	jfeller@delawareohio.net
Email: wfaust@delawareohio.net	

Drug Screen Results (please circle one):

FAXED

EMAILED

All Other Results will be emailed to the contact listed above

Executed and delivered as of the date(s) shown below.

Company

OhioHealth Corporation,  
on behalf of its Employer Services division

  
Authorized Signature

  
Authorized Signature

Jessica Feller, HR Manager  
Printed Name, Title

Amy Marshall, Interim Director  
OhioHealth Business Development  
Printed Name, Title

1/25/19  
Date

1/29/19  
Date

Thank you! Please fax this signed agreement to OhioHealth Employer Services at 614-533-0044 or email to :

Terms & Conditions to Employer Services Agreement

- 1. Engagement.** The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement ("Services").
- 2. Scheduling and Space.** The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
- 3. Required Consent/Release Forms.** The Company acknowledges that prior to an Employee's receipt of Services, the Employee must complete the applicable consent/release form.
- 4. Fees/Payments.** The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within **30 days** from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal. Supplier reserves the right to increase fees for Services to Company with 60 days prior written notice.
- 5. No Requirement to Refer.** It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
- 6. Term and Termination; Cancellation Fee.** This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
- 7. Qualifications.** The Services shall be performed by employees and/or subcontractors of Supplier ("Supplier Staff") who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall maintain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company's site for cause.
- 8. Records.** Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.
- 9. Confidential and Proprietary Information.** The parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement ("Confidential Information") relating to the other party unless it has obtained prior written consent for such disclosure. Confidential Information does not include Records or Aggregate Reports information already in the public domain.
- 10. Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.
- 11. Insurance.** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self-insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers' Compensation: Statutory coverage.
- 12. Indemnification and Limitation of Liability.** Company shall indemnify, defend, and hold harmless Supplier, its members, managers, officers, directors, agents, attorneys, and employees, from any losses, costs, claims, suits, damages, liabilities, and expenses (including reasonable attorney's fees and costs) arising out of or attributable to any act or omission of Company, its employees, agents, or representatives, including, but not limited to, any claims relating to any breach of Company's warranties, representations, or covenants set forth in this Agreement. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF A PARTY RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT.
- 13. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Services, 1166 Dublin Rd., Suite 400, Columbus, Ohio 43215 ATTN: David Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 180 E. Broad Street, 34th Floor, Columbus, Ohio 43215. Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.
- 14. Books and Records.** In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.
- 15. Miscellaneous.** Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. The parties agree that the only venue for a claim arising from this Agreement shall be a court of competent jurisdiction located in Franklin County, Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.
- 16. Survival.** The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

## SCHEDULE A

### EMPLOYMENT / PRE-EMPLOYMENT SERVICES

#### 1. Summary

To provide occupational health services to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

#### 2. Services to be Performed by OhioHealth Employer Services

##### T-Spot TB testing (blood draw)

**\$105.00 per injection**

- Specimen sent to lab same day as drawn
- Takes 5 business days for WorkHealth to receive results from the lab
- Negative results forwarded to the company contact immediately
- Positive results mailed directly to the patient via certified mail then forwarded to the company contact

##### Hepatitis B Surface Antibody (Titer)

**\$62.00 per injection**

Post-vaccination testing should be considered for individuals at occupational risk due to exposure. Post-vaccination testing should occur 1 to 6 months after vaccination. Re-vaccination should be considered for individuals who do not adequately respond to vaccination initially. Despite the decline of antibody levels with time, routine booster doses and serologic monitoring are not recommended for patients with normal immune status.

##### Hepatitis A

**\$106.00 per dose**

- Requires series of 2 injections: initial dose & 6 months after initial dose

##### Hepatitis B

**\$105.00 per dose**

- Requires series of 3 injections: initial dose, 1 month after initial dose, & 5 months after 2<sup>nd</sup> dose

##### TB Intradermal (Two-step) (\$52.00 total)

**\$26.00 per injection**

- One-step is required for anyone who has had a TB test within the last year
- Two-step is required for anyone who has not had a TB test within the last year
- The second TB test is to be administered no sooner than 7 days, but no later than 21 days from the first TB test.
- All results must be read by a WorkHealth clinician within 48-72 hours of the test

##### Hepatitis C Surface Antibody (Titer)

**\$64.00 per test**

Post-vaccination testing should be considered for individuals at occupational risk due to exposure. Post-vaccination testing should occur 1 to 6 months after vaccination. Re-vaccination should be considered for individuals who do not adequately respond to vaccination initially. Despite the decline of antibody levels with time, routine booster doses and serologic monitoring are not recommended for patients with normal immune status.

##### Audiogram:

**\$37.00 per test**

- Baseline, then every five years
- OSHA interpretation not included

**Breath Alcohol Testing****\$41.00 per test***There will be an additional \$41.00 confirmation fee for positive results*

- Breath alcohol testing shows the employee's level of alcohol at the time of the test for immediate results
- Uses an Evidential Breath Test (EBT) device approved by the National Highway Traffic Safety Administration

**Biometrics w Lab Draw (Onsite)****\$38.50****Lipid Panel, Glucose, and Lab Draw****Requirements for Onsite Immunization Services:**

- A 30-minute break for the onsite staff should be scheduled midway through for events lasting 7 hours or more.
- A schedule of employees for the onsite event must be received by Employer Services a minimum of one (1) week prior to the onsite date.
- Onsite services provided Monday through Friday between the hours of 6:00am - 6:00pm will be billed an additional fee of \$80.00/hour/clinician.
- Onsite services provided Monday through Friday between the hours of 6:00pm and 6:00am and anytime on Saturday and Sunday will be billed an *additional fee of \$230.00/hour/clinician.*
- The minimum time onsite is two (2) hours.
- For employer locations more than 20 miles from downtown Columbus, a travel fee of \$65.00/hour/clinician will be charged.
- **There will be an Onsite Medical Services Cancellation Fee of \$150.00 if Employer Services is not notified of cancellation within seven (7) business days of date of service.**

**D.O.T. Drug Screen (5 Panel plus Ecstasy)****\$46.00 per test**

- Results reporting within 24-48 hours for negative drug screens. Positive results take longer due to confirmation testing
- The MRO (Medical Review Officer) services are included in the fee for positive tests

**D.O.T. Physical Examination****\$78.00 per exam**

- As mandated by regulatory guidelines
- Audiometric testing at physician's discretion if unable to pass whisper test  
(Additional charge - \$37.00 per test)

**Non-D.O.T. Drug Screen (9 Panel plus Ecstasy)****\$46.00 per test**

- Results reporting within 24-48 hours for most negative drug screens. Positive results take longer due to confirmation testing
- The MRO (Medical Review Officer) services are included in the fee for positive tests

**Comprehensive History & Physical Examination****\$78.00 per exam**

- Medical history form completed by patient & reviewed by a clinician
- Height/weight/blood pressure/pulse/temperature/vision/dipstick urinalysis (this is not a drug test)



## Police/Fire Pension Fund Physical Examinations

### **Pre-Placement Pension Examination**

- Medical history form completed by patient-includes past medical history, family history and occupational history reviewed by a clinician
- Height/weight/blood pressure/pulse/temperature/vision/dipstick urinalysis (this is not a drug test)
- Clinician completes the required pension fund paperwork

### **Maximal Exercise Treadmill Test**

- Includes EKG w/interpretation
- This level of testing is designed for individuals with no more than one cardiovascular risk factor, typically, the younger, healthier population
- Maximal Exercise Treadmill Tests are performed by a specially trained WorkHealth clinician. Blood pressure measurements are obtained during set intervals during testing
- *If your employee is unable to maintain their scheduled appointment time, please call 1 business day prior to your scheduled appointment to avoid the no-show fee of \$290.00*

### **Chest X-Ray - 2 Views**

- Includes Radiologist interpretation.

### **Pulmonary Function Test (PFT)**

### **Comprehensive Metabolic Panel w/Lipid Profile and CBC w/Differential**

### **Audiogram**

- Baseline Screening performed
- OSHA interpretation not included

The above stated services will be provided at a WorkHealth Clinic for a fee of \$653.00

### **3. Pricing and Hours of Operation**

See pricing above- 7 am- 4pm

### **4. Location**

Delaware Ohio WorkHealth or any OhioHealth WorkHealth clinic

### **5. Records**

Documentation/records generated in connection with the Employment Health Services are the property of Company. Such information is gathered by the employer for non-clinical purposes and will not constitute "protected health information" under HIPAA. Such information shall be provided to Company.



# OhioHealth

## BELIEVE IN WE™

### Employer Services Agreement

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Services division ("Supplier") as described below:

**Company: City of Delaware Fire**

**Company Information**

Contact Name: John L. Donahue

Title: Fire Chief

Address: 99 S. Liberty Street

City/State/Zip: Delaware, OH, 43015

Phone: 740-203-1300

Email: jdonahue@delawareohio.net

# of Employees:

# of Employees Estimated to Receive Service(s):

**Billing Information**

Contact Name: Jennifer Klemanski

Title: Administrative Assistant

Address: 99 S. Liberty St

City/State/Zip: Delaware, Ohio 43015

Phone: 740-203-1300

Email: jklemanski@delawareohio.net

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

- X Schedule A: Employment / Pre-Employment Services
- Schedule B: Individual Health Services
- Schedule C: Wellness / Employee Health Program Services
- Schedule D: Flu Vaccine Services

This Employer Services Agreement is subject to the attached Terms & Conditions to Employer Services Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Services Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Please complete the following information for result reporting:

Contact: John L. Donahue
Title: Fire Chief
Address: 99 S. Liberty Street
City, State, Zip: Delaware, OH, 43015
Phone: 740-203-1300
Fax: 740-203-1399
Email: jdonahue@delawareohio.net

Results (please circle one):      FAXED

EMAILED

Executed and delivered as of the date(s) shown below.

Company

**OhioHealth Corporation,  
on behalf of its Employer Services division**

  
Authorized Signature

  
Authorized Signature

John Donahue, Firo Chief  
Printed Name, Title

Amy Marshall, Director  
OhioHealth Business Development  
Printed Name, Title

6/19/19

6/21/19  
Date

Thank you! Please email this signed agreement to Cole Bradham at [Cole.Bradham@OhioHealth.com](mailto:Cole.Bradham@OhioHealth.com).

## Terms & Conditions to Employer Services Agreement

1. **Engagement.** The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement ("Services").
2. **Scheduling and Space.** The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
3. **Required Consent/Release Forms.** The Company acknowledges that prior to an Employee's receipt of Services, the Employee must complete the applicable consent/release form.
4. **Fees/Payments.** The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within 30 days from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal. Supplier reserves the right to increase fees for Services to Company with 60 days prior written notice.
5. **No Requirement to Refer.** It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
6. **Term and Termination; Cancellation Fee.** This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
7. **Qualifications.** The Services shall be performed by employees and/or subcontractors of Supplier ("Supplier Staff") who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall maintain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company's site for cause.
8. **Records.** Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.
9. **Confidential and Proprietary Information.** The parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement ("Confidential Information") relating to the other party unless it has obtained prior written consent for such disclosure. Confidential information does not include Records or Aggregate Reports information already in the public domain.
10. **Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.
11. **Insurance.** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self-insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers' Compensation: Statutory coverage.
12. **Liability.** Each party to this Agreement shall be responsible for the actions or omissions of its own members, managers, officers, directors, agents, attorneys, and employees.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Services, 3430 OhioHealth Parkway, Columbus, Ohio 43202 ATTN: David Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 3430 OhioHealth Parkway, 5th Floor, Columbus, Ohio 43202. Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.
14. **Books and Records.** In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.
15. **Miscellaneous.** Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. The parties agree that the only venue for a claim arising from this Agreement shall be a court of competent jurisdiction located in Franklin County, Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.
16. **Survival.** The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

## **SCHEDULE A**

### **EMPLOYMENT / PRE-EMPLOYMENT SERVICES**

#### **1. Summary**

To provide occupational health services to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

#### **2. Services to be Performed by OhioHealth Employer Services**

✓ Measles, Mumps & Rubella Titer **\$122.00 per titer**

#### **3. Pricing and Hours of Operation**

Services and pricing as listed above.

#### **4. Location**

Central Ohio WorkHealth Clinic hours Monday - Friday 7a- 4p.

#### **5. Records**

Documentation/records generated in connection with the Employment Health Services are the property of Company. Such information is gathered by the employer for non-clinical purposes and will not constitute "protected health information" under HIPAA. Such information shall be provided to Company.



## Employer Services Agreement

**City of Delaware**, is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Services division as described below:

**Company: City of Delaware**

**Company Information**

Contact Name: Jessica Feller

Title: HR Manager

Address:

City/State/Zip:

Phone:

Email: [jfeller@delawareohio.net](mailto:jfeller@delawareohio.net)

# of Employees:

# of Employees Estimated to Receive Service(s):

**Billing Information**

**SAME**

Contact Name:

Title:

Address:

City/State/Zip:

Phone:

Email:

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

Schedule A: Employment / Pre-Employment Services

This Employer Services Agreement is subject to the attached Terms & Conditions to Employer Services Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Services Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**Please complete the following information for result reporting:**

<b>Contact:</b>	Jessica Feller, Lorrie Diaz, Whitney Faust
<b>Title:</b>	HR Manager, HR Coordinator, HR Admin Specialist
<b>Address:</b>	1 S. Sandusky St.
<b>City, State, Zip:</b>	Delaware, OH 43015
<b>Phone:</b>	740-203-1025
<b>Fax:</b>	740-203-1049
<b>Email:</b>	<a href="mailto:jfeller@delawareohio.net">jfeller@delawareohio.net</a> , <a href="mailto:ldiaz@delawareohio.net">ldiaz@delawareohio.net</a> , <a href="mailto:wfaust@delawareohio.net">wfaust@delawareohio.net</a>

**Results (please circle one):**

FAXED

MAILED

**EMAILED**

Executed and delivered as of the date(s) shown below.

Terms & Conditions to Employer Services Agreement

- 1. Engagement.** The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement (“Services”).
- 2. Scheduling and Space.** The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
- 3. Required Consent/Release Forms.** The Company acknowledges that prior to an Employee’s receipt of Services, the Employee must complete the applicable consent/release form.
- 4. Fees/Payments.** The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within **30 days** from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal.
- 5. No Requirement to Refer.** It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
- 6. Term and Termination; Cancellation Fee.** This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
- 7. Qualifications.** The Services shall be performed by employees and/or subcontractors of Supplier (“Supplier Staff”) who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall maintain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company’s site for cause.
- 8. Records.** Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.
- 9. Confidential and Proprietary Information.** The parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement (“Confidential Information”) relating to the other party unless it has obtained prior written consent for such disclosure. Confidential Information does not include Records or Aggregate Reports information already in the public domain.
- 10. Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.
- 11. Insurance.** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self-insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers’ Compensation: Statutory coverage.
- 12. Indemnification and Limitation of Liability.** Company shall indemnify, defend, and hold harmless Supplier, its members, managers, officers, directors, agents, attorneys, and employees, from any losses, costs, claims, suits, damages, liabilities, and expenses (including reasonable attorney’s fees and costs) arising out of or attributable to any act or omission of Company, its employees, agents, or representatives, including, but not limited to, any claims relating to any breach of Company’s warranties, representations, or covenants set forth in this Agreement. EXCEPT FOR COMPANY’S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF A PARTY RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT.
- 13. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Services, 1166 Dublin Rd., Suite 400, Columbus, Ohio 43215 ATTN: David Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 180 E. Broad Street, 34th Floor Columbus, Ohio 43215.
- 14. Books and Records.** In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.
- 15. Miscellaneous.** Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. The parties agree that the only venue for a claim arising from this Agreement shall be a court of competent jurisdiction located in Franklin County, Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party’s signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.
- 16. Survival.** The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

Company

**OhioHealth Corporation,  
on behalf of its Employer Services division**



Authorized Signature

Authorized Signature

R. Thomas Haman, City Manager

Printed Name, Title

Printed Name, Title

3/22/18

Date

Date

**Thank you! Please fax this signed agreement to OhioHealth Employer Services at 614-533-0044 or  
email to : [tony.dial@ohiohealth.com](mailto:tony.dial@ohiohealth.com)**



## SCHEDULE A

### EMPLOYMENT / PRE-EMPLOYMENT SERVICES- City of Delaware

#### 1. **Summary**

To provide occupational health services to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

#### 2. **Services to be Performed by OhioHealth Employer Services**

**TB Intradermal (Two-step) (\$50.00 total) \$25.00 per injection**

- One-step is required for anyone who has had a TB test within the last year
- Two-step is required for anyone who has not had a TB test within the last year
- The second TB test is to be administered no sooner than 7 days, but no later than 21 days from the first TB test
- All results must be read by a WorkHealth clinician within 48-72 hours of the test

#### 3. **Location**

See Access to care guide

#### 4. **Pricing and Hours of Operation**

See above services and pricing in #2

#### 5. **Records**

Documentation/records generated in connection with the Employment Health Services are the property of Company. Such information is gathered by the employer for non-clinical purposes and will not constitute "protected health information" under HIPAA. Such information shall be provided to Company.

	Accident Analysis	
	<i>Needed?</i>	<i>Status:</i>
Public Utilities - WWTP	Yes	Nothing
Prosecutor's Office	No	N/A
Parks	Yes	Completed
Police	Yes	Completed
PW	Yes	Completed
Planning	Yes	Nothing
Fire	Yes	Working
CMO	No	N/A
Public Utilities - WTP	No	N/A
Finance	Yes	Nothing

	Bloodborn Pathogens	
	<i>Needed?</i>	<i>Status:</i>
	Yes	Completed
	No	N/A
	Yes	Working
	Yes	Completed
	Yes	Nothing
	No	N/A
	Yes	Working
	No	N/A
	No	N/A
	No	N/A

	Confined Space Entry	
	<i>Needed?</i>	<i>Status:</i>
	Yes	Working
	No	N/A
	No	N/A
	No	N/A
	Yes	Nothing
	No	N/A
	Yes	Working
	No	N/A
	Yes	Nothing
	No	N/A

<b>Crane/ Hoist/ Sling</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Completed
No	N/A
Yes	Nothing
No	N/A
Yes	Working
No	N/A
No	N/A
No	N/A
Yes	Nothing
No	N/A

<b>Electrical Safety-Related Work</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Working
No	N/A
Yes	Nothing
No	N/A
No	N/A
No	N/A
Yes	Nothing
No	N/A
Yes	Working
No	N/A

<b>Emergency Preparedness/Response</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Completed
No	N/A
Yes	Completed
Yes	Completed
Yes	Completed
Yes	Nothing
No	N/A
Yes	Nothing
No	N/A
Yes	Nothing

Trenching & excavation	
<i>Needed?</i>	<i>Status:</i>
Yes	Completed
No	N/A
No	N/A
No	N/A
Yes	Working
No	N/A
No	N/A
No	N/A
No	N/A
No	N/A

Fire prevention plan	
<i>Needed?</i>	<i>Status:</i>
Yes	Working
No	N/A
Yes	Completed
Yes	Completed
Yes	Working
No	N/A
No	N/A
No	N/A
No	N/A
No	N/A
Yes	Nothing

Fall protection	
<i>Needed?</i>	<i>Status:</i>
Yes	Working
No	N/A
Yes	Working
No	N/A
Yes	Working
No	N/A
Yes	Working
No	N/A
Yes	Completed
No	N/A

First
<i>Needed?</i>
Yes
No
Yes
Yes
Yes
Yes
No
Yes
Yes
Yes

<b>: Aid</b>	<b>General Safety &amp; Health Provisions</b>		<b>Hazard Communication</b>		<b>Hazardous Waste Operations</b>	
<i>Status:</i>	<i>Needed?</i>	<i>Status:</i>	<i>Needed?</i>	<i>Status:</i>	<i>Needed?</i>	<i>Status:</i>
Working	Yes	Nothing	Yes	Working	Yes	Working
N/A	No	N/A	No	N/A	No	N/A
Working	No	N/A	No	N/A	No	N/A
Completed	No	N/A	No	N/A	No	N/A
Nothing	Yes	Nothing	Yes	Nothing	Yes	Nothing
Nothing	No	N/A	No	N/A	No	N/A
Nothing	No	N/A	No	N/A	No	N/A
Nothing	Yes	Nothing	Yes	Nothing	No	N/A
Completed	No	N/A	Yes	Completed	No	N/A
Nothing	Yes	Nothing	No	N/A	No	N/A

<b>Hearing Conservation</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Working
No	N/A
No	N/A
No	N/A
Yes	Nothing
No	N/A
No	N/A
No	N/A
Yes	Nothing
No	N/A

<b>Hot Work</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Completed
No	N/A
No	N/A
No	N/A
Yes	Nothing
No	N/A
No	N/A
No	N/A
No	N/A
Yes	Completed
No	N/a

<b>Laboratory Chemical Safety</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Working
No	N/A
No	N/A
No	N/A
No	N/A
No	N/A
No	N/A
No	N/A
Yes	Completed
No	N/A

LOTO	
<i>Needed?</i>	<i>Status:</i>
Yes	Working
No	N/A
No	N/A
No	N/A
Yes	Working
No	N/A
Yes	Working
No	N/A
Yes	Completed
No	N/A

PPE	
<i>Needed?</i>	<i>Status:</i>
Yes	Completed
No	N/A
Yes	Working
Yes	Completed
Yes	Completed
No	N/A
No	N/A
No	N/A
No	N/A
No	N/A
No	N/A

Powered Industrial Truck Operator	
<i>Needed?</i>	<i>Status:</i>
Yes	Nothing
No	N/A
Yes	
No	N/A
Yes	Working
No	N/A
No	N/A
No	N/A
No	N/A
Yes	Completed
No	N/A

Respiratory
<i>Needed?</i>
Yes
No
No
No
Yes
No
Yes
No
No
No

Protection
<i>Status:</i>
Working
N/A
N/A
N/A
Working
N/A
Completed
N/A
N/A
N/A

Safety Training & Education Program	
<i>Needed?</i>	<i>Status:</i>
Yes	Nothing
No	N/A
Yes	Working
No	N/A
Yes	Working
Yes	Nothing
Yes	Completed
Yes	Nothing
No	N/A
Yes	

Toxic Exposure/ Substances	
<i>Needed?</i>	<i>Status:</i>
Yes	Nothing
No	N/A
No	N/A
No	N/A
Yes	Working
No	N/A
Yes	Working
No	N/A
Yes	Completed
No	N/A

Ergonomics	
<i>Neded?</i>	<i>Status:</i>
Yes	Nothing
No	N/A
No	N/A
Yes	Working
Yes	Nothing
No	N/A
Yes	Nothing
Yes	Nothing
No	N/A
Yes	Nothing



<b>Violence in the Workplace</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Nothing
No	N/A
No	N/A
Yes	Completed
Yes	Completed
No	N/A
No	N/A
Yes	Nothing
No	N/A
Yes	Nothing

<b>Wellness &amp; Total Worker Health</b>	
<i>Needed?</i>	<i>Status:</i>
Yes	Nothing
No	N/A
No	N/A
Yes	Working
Yes	Completed
No	N/A
Yes	Working
Yes	Nothing
No	N/A
Yes	Nothing