



Request for Proposal RFP 2023-0720-001 Ambulance Billing Services

The Board of County Commissioners through its Administrative Services Department will receive sealed proposals for Morgan County Ambulance Service Billing Services, until 2:00 P.M. MST on Wednesday, July 19, 2023 at the office of the County Commissioners, 218 West Kiowa Ave, Fort Morgan, Colorado. All bids will be publicly opened and read aloud at 231 Ensign, Fort Morgan, Colorado, Assembly Conference Room, (lower level) of the Administration Building at 9:00 A.M. on Thursday, July 20, 2023.

The RFP is on file in the office of Administrative Services Department at 218 West Kiowa Avenue, Fort Morgan, Colorado, the Morgan County Website at www.co.morgan.co.us. And www.bidnetdirect.com

Morgan County is inviting you to a scheduled Zoom meeting.

Topic: RFP 2023-0720-001 Ambulance Billing

Time: Jul 20, 2023 09:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85470275948?pwd=RWRWT2lmZ1pCWTDZaHdqVHNIQXhRUT09>

Meeting ID: 854 7027 5948

Passcode: 699741

One tap mobile

+17193594580,,85470275948#,,,*699741# US

+13462487799,,85470275948#,,,*699741# US (Houston)

Dial by your location

• +1 719 359 4580 US

• +1 346 248 7799 US (Houston)

• +1 669 444 9171 US

• +1 669 900 9128 US (San Jose)

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 646 931 3860 US

• +1 689 278 1000 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 360 209 5623 US

- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)

Meeting ID: 854 7027 5948
Passcode: 699741

Find your local number: <https://us02web.zoom.us/j/kc7JGfV0U4>

All Qualifications can be submitted as follows:

Hand delivery - Two (2) copies of the proposal may be hand delivered to the Office of the Board of County Commissioners, 218 W. Kiowa Ave. Fort Morgan, CO 80701.

Mail - All proposals (**2 copies**) must be clearly marked on the envelope **RFP 2023-0720-001 Ambulance Billing Services**. Please be advised that overnight delivery does not occur in Fort Morgan so extra time should be allowed for delivery, regardless of your carrier choice.

Please address as follows:

Morgan County
Attn: Karla Powell, Administrative Services Manager
218 W Kiowa Ave
Fort Morgan, CO 80701

All proposals shall be less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect Morgan County to pay the awarded response. The Board of County Commissioners reserves the right to reject any or all proposals and waive any formalities.

Karla Powell
Administrative Services Manager
Morgan County, Colorado

Published in Fort Morgan Times
County Website: www.co.morgan.co.us
June 29, 2023

GENERAL INSTRUCTIONS TO RESPONDERS

1. A “proposal” is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a responder to provide the product specified in the Request for Proposal (RFP) for the compensation specified.
2. Responses shall be clearly marked with the **RFP 2023-0720-001**, Company Name, contact person, mailing address, and telephone number of the responder.
3. It shall be the responsibility of the responder to ensure that the response is in proper form and in the County’s possession by or before the time and date designated in the RFP. Responses will not be accepted after the designated time and date. Any response received late will be returned to the responder unopened, if possible.
4. If a mistake is made or discovered during or after the County’s review of responses, the County reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the County, in its sole reasonable discretion, shall decide whether to accept or reject the proposal. No advantage shall be taken by any party of manifest clerical errors or omissions in any proposal. Responders shall notify the County immediately of any errors or omissions that are encountered.
5. Any item which does not meet all of the terms, conditions, or specifications of this package must be clearly indicated on the exceptions section of the Proposal Reply Form or on a separate sheet of paper and returned with the proposal.
6. The County shall not reimburse any responder for any cost incurred in preparing a proposal or attending equipment demonstrations, inspections, pre-proposal conferences, or interviews.
7. Any amplification, clarification, explanation, interpretation, or correction of a response shall be made only by written addendum issued by the Administrative Services Manager, and a copy of the addendum shall be mailed or delivered to each person receiving a RFP. The County is not responsible for any amplification, clarification, explanation, or interpretation or correction of a proposal not contained in written addenda.
8. The County reserves the right to determine, in its sole reasonable discretion, whether any proposal meets the needs or purposes intended and is within the approved budget. The County does not base its award on prices alone. Also to be considered are: quality of product; past experience with the responder or any subcontractors, consultants, products or suppliers; qualifications of the responder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
9. The final award shall be made by the Board of County Commissioners in the best interests of Morgan County. **Morgan County may grant a 5% preference to local businesses. A local business shall be a business which maintains a physical place of business in Morgan County.**
10. The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any proposal to establish the experience, responsibility, reliability, references, reputation, and/or qualifications. The purpose of such investigation is to satisfy the County that the responder has the ability to supply the services in accordance with the RFP in the prescribed manner and time.

11. The County reserves the right, if it deems such action to be in its best interests, to reject any and all responses or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any responder shall be grounds for rejection of the proposal. If proposals are rejected, the County further reserves the right to investigate and accept the next best proposal in order of ranking, or to reject all proposals and re-solicit for additional proposals.
12. Any response received as a result of this request is prepared at the responder's expense and becomes County property and is therefore a public record upon opening by the County.
13. If responder considers any of the information being submitted to be trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, it is responder's responsibility to label the information as such. Otherwise, all information submitted shall be available as a public record for public inspection.
14. By submitting a proposal, the responder acknowledges that (a) the preparation of the proposal, and other quotations herein contained, does not obligate the County in any way; (b) the County assumes no obligation to enter into an agreement for the services; (c) all responsive documents are understood; and (d) the responder has the ability to deliver the services as specified herein in accordance with the RFP.
15. No proposal may be withdrawn for a period of sixty (60) days after the deadline for proposals.

REQUEST FOR PROPOSAL
Ambulance Service Billing Services
Morgan County, Colorado

Article I. Introduction

Morgan County (the County) issues a Request for Proposals (RFP) to establish a contract for the professional billing services for the Morgan County Ambulance Service (the Service). This proposal has been requested to research cost effectiveness, collection rates, and overall billing company solutions. The following proposal request will outline the Project goals and detail the format you should use to submit your proposal. Please take careful notice of the Timeline (Sec 2.06), as well as the Proposal Format (Sec 3.03) when preparing and submitting your proposal. In order for your proposal to be considered, it must meet the pre-conditions, submission deadline, and project schedule as outlined in the Timeline Section 2.06.

Section 1.01 Management

Travis Freeman, Director of the Morgan County Ambulance Service, will manage this project.

Section 1.02 Contact Information

Please contact Karla Powell, Administrative Services Manager, for questions about the proposal:

Phone: 970-542-3500, ext. 1410
Fax: 970-542-3556
E-mail: kpowell@co.morgan.co.us

Substantive questions about the Project should be submitted by email to kpowell@co.morgan.co.us. All questions and County responses will be made available at www.co.morgan.co.us and www.bidnetdirect.com

Article II. Statement of Needs

Section 2.01 Existing Conditions

The Service provides emergency medical response to Morgan County as well as mutual aid with Weld, Washington, Logan and Adams Counties. The Service also provides inter-facility transports for the hospitals in its coverage area. Average call volume is 3000 to 3200 calls per year. Its call volume has been static for the past ten years. In 2020, of 3050 calls for service we billed with a mix of 45% Medicare, 19% Medicaid, 14% Commercial Insurance and 20% private-pay. 25% of the total call volume is inter-facility transports, with 75% of calls as 911. The service operates a subscription program provided to members of Morgan County that offers alternative affordable solutions for transportation from the service. The service will provide the billing company with a live and current list of subscription members. The service currently is an enterprise fund under the direction of the Morgan County Government with no carrier or facility contacts. All bills are sent under one tax ID number. The service currently uses Image Trend and will continue to operate under Image Trend. The contractor will not be responsible for the cost of the ePCR software. The billing company will use their own billing software that must interface with the current electronic healthcare record system. The awardee is expected to incur the cost of

the interface. The service currently provides each hospital with a PCS and each patient with a NPP.

Current service provider and fees will not be provided. Currently billing is performed by a third party.

Rate Schedule effective 01/01/2022:

• ALS 1 Emergency	A0427	\$2,000.00
• ALS 2	A0433	\$2,500.00
• ALS Non-Emergency	A0426	\$1,800.00
• BLS Emergency	A0429	\$1,450.00
• BLS Non-Emergency	A0428	\$1,250.00
• Critical Care Transports	A0434	\$3,000.00
• Mileage (per loaded mile)	A0425	\$35.00
○ Average 911 – 7 miles		
○ Average Inter-facility Transport – 65 miles		
• Agency Assist		\$450.00
• Patient Evaluation	A0998	\$220.00
• Bariatric		\$500.00
• Discount for self-pay within 90 days	20%	

In 2021, the Service billed \$3,845,702.50 and collected \$1,310,074.90 with an average revenue of \$562.50 per transport. \$1,951,446.80 was disallowed, \$657,010.13 was self-pay, and \$3,786.55 were write offs.

A backlog of claims will not transfer.

Turnaround time for payment is currently less than 1 week from insurance companies.

Balances that are unpaid will be sent with 3 reminder letters, called via phone 3 times, and then sent to the accounting department for approval for the claim to be sent to collections.

Below is a list of the number of charges for each service in 2021 (2,566 bills, 2,329 transports):

• ALS 1 Emergency	838
• ALS 2	30
• ALS Non-Emergency	392
• BLS Emergency	859
• BLS Non-Emergency	210
• Critical Care Transports	0
• Mileage (per loaded mile)	48836.86
• Agency Assist	1
• Patient Evaluation	236
• Bariatric	0

Section 2.02 Mission

The goals and objectives of this project are as follows:

To hire a Contractor that will provide professional billings services and improve the billing practices of the Service.

Section 2.03 Project Specifications

The summary of project requirements includes:

1. Contractor shall provide the ability to enter all required data to bill emergency and non-emergency transports electronically or on paper.
2. Contractor shall provide the ability to electronically bill Medicare, State Medicaid, Private Insurance, Auto Insurance, Workers' Compensation, Veterans Administration and all and any other insurances, with correct and current forms. Bills that are not paid will be forwarded to collections for unpaid balances.
3. Billing Process. Contractor shall provide:
 - A. The ability to electronically bill directly to any 5010 payers.
 - B. The option to transmit bills electronically or on paper the required forms including, but not limited to: CMS-1500, paper invoices/statements, collections letters, etc. This can be done either direct or through a clearinghouse.
 - C. The flexibility to decide which bills to go direct and which bills to use an outside agency or clearinghouse.
 - D. The ability to customize invoices, statements, 1500's, and letters.
 - E. The ability to access active subscription members to accurately bill.
 - F. Access to image trend billing software.
4. Cash Posting. Contractor shall provide:
 - A. The ability to post cash, write-offs, and adjustments.
 - B. The ability to write off tickets to bad debt in a group with flexible designated criteria.
 - C. The ability to search within cash posting program/function for a ticket or patient with flexible search criteria and find open tickets. As a minimum, a search should be by patient name, member ID, Date of Service, and current balance.
 - D. The ability to document receipt number when posting payments.

5. Patient Account Management. Contractor shall provide:
 - A. The ability to write off accounts to collections and zero the balance and sent the accounts to collections in the format including, but not limited to: CSV files, Text files, Excel files, printed, or other electronic forms.
 - B. The ability to flag accounts to go to bad debt that does not meet the predefined criteria.
 - C. The ability to mark accounts to not be included in the list.
 - D. The ability to review a group of calls or patients on the screen without running reports.
 - E. The ability to work from an electronic list generated by the software, based on criteria of the end user.
6. Reports and Forms. Contractor shall provide:
 - A. The ability to customize forms such as invoices, 1500s, statements, collections letters and other letters.
 - B. A billing system offering extensive reporting capabilities, including canned and custom reports.
 - C. The ability to expand reports grouping and sorting options for detail and summary portions.
 - D. The ability to get management and accounting reports as a standard set and the ability to modify them without additional costs.
 - E. The ability to export all reports to a file, including, but not limited to CSV and Excel.
 - F. The ability to automatically print periodic reports and forms (i.e., daily, month-end) at user defined time period.
 - G. The ability to add custom fields for reporting without programming.
 - H. The ability to easily separate payor type by defined insurance payor that allows payor type and amounts to be easily accessible and viewed without the need for manual sorting and grouping.
 - I. The ability to save parameters once a report is written and ability to go back to it in the future and not have to re-create.
 - J. The ability to create custom reports using a report editor.

- K. Regularly scheduled meetings with the Ambulance Director and the contractor to review denials and insurance requirements.
- L. Defined collections reporting separated by 911 and interfacility transfer calls for service.
- M. Patient care report training including report writing standardization / resources, BLS and ALS determination, Emergent VS. Non-Emergent, etc.
- N. CMS & Red Flag Rule Compliance
- O. The ability to remotely view, print, and create reports through a dashboard setting online.
- P. Claims sent to the payer within 24 hours of receiving the PCR.

Section 2.04 Contractor Requirements

Should your proposal be accepted, your company shall furnish the following:

- (A) Contractor shall provide all equipment, materials, and qualified personnel to successfully complete this project in a timely and professional manner.
- (B) Contractor shall provide adequate and continued software training pertaining to report writing and financial software used for billing processes.
- (C) Contractor shall provide North American based customer support and customer service call center to payors as well as to the Morgan County.
- (D) Contractor shall be responsible for securing all required licenses and permits, to the extent necessary.
- (E) Contractor shall provide all services needed to meet the requirements of Section 2.03.
- (F) Contractor shall agree to provide a provision to allow Morgan County to discontinue services with contractor at any time, with a 60-day notice.

Contractor shall be required to execute the County's standard professional service agreement.

Section 2.05 Insurance-Liability, Workers' Compensation

Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the County.

1. Workers' Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement.

2. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest's provision, and shall include the County and the County's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the County, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. Contractor shall provide to the County a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

Section 2.06 Timeline

In order to complete the project, the County has set the following timetable.

Request for Proposals Sent Out	June 29, 2023
Deadline for Proposal Submission	July 19, 2023

Article III The Proposal

Section 3.01 Expectations

The County will enter into a one (1) year agreement with a four (4) one (1) year automatic renewal option, based on the proposal determined to be the most beneficial to the Service considering a variety of factors. The County reserves the right to reject any or all proposals, without obligation to the County.

Section 3.02 Selection Criteria

Proposals will be evaluated based upon the information submitted. Consideration will also be given to performance projections as well as cost. The following criteria will be the primary considerations for selecting a proposal:

1. Submission of all proposals in the correct format as outlined in Section 3.03, by the stated deadline in Section 2.05.

2. The perceived effectiveness of the proposal's solution for the Services's stated mission (Sec 2.02).
3. The perceived ability for the Contractor to deliver the solution set forth in their proposal within the allotted time frame.
4. The Contractor's past performance and successes in similar projects. Including the contractor's previous three-year history of collection rates for this type of account.
5. Overall cost of the proposal.

Section 3.03 Proposal Format

The County requires that you include the following information in your proposal:

1. **Contractor Summary and Capabilities.**
Include a brief history of your company including your past experience with similar projects. Also include the company owners' names or those persons authorized to sign on behalf of your business
2. **Methodology.**
Please use this section to outline specifically your proposed method for achieving the goals of the Project. This should include a detailed timeline of milestones for completing the Project.
3. **Expected Results.**
Use this section to summarize the expected results of your methodology listed above.
4. **Expense Summary.**
Give a summary of the total costs for your proposal. You may also include a brief explanation of the contributing costs to the total cost.
5. **Licensing, Permits and Bonding.**
If applicable, include the details of your licenses, permits and bonds for the services you are proposing. If possible, enclose proof of your licenses, permits and bonds.
6. **References.**
Provide a minimum of three (3) references for past projects similar in scope. Please include contact information for each of the references listed.
7. **Proposal Delivery.**
Regardless of delivery method, all proposals must be received by the County at 218 West Kiowa Avenue, P.O. Box 596, Fort Morgan, Colorado 80701 by 2:00 p.m. local time, July 19, 2023. Proposals may be hand-delivered, or shipped via US Mail, FedEx, UPS, or other such commercial carrier service. **Fax or email submittals will not be accepted.**

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this Choose an item. day of Choose an item., 20Choose an item. (the "Effective Date"), by and between Morgan County, Colorado, a Colorado county acting by and through its Board of County Commissioners with a principal place of business at 231 Ensign, Fort Morgan, Colorado 80701 (the "County"), and Click here to enter text., an independent contractor with a principal place of business at Click here to enter text., Colorado Click here to enter text. ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the County requires services; and

WHEREAS, Contractor has held itself out to the County as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the County is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the County, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon seven (7) days advance written notice. The County shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has breached this Agreement, the County shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the County shall pay Contractor an amount not to exceed Click here to enter text. Dollars (\$Click here to enter text.). This maximum amount shall include all fees,

costs and expenses incurred by Contractor, and no additional amounts shall be paid by the County for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the County.

B. Notwithstanding the maximum amount specified in this Section, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The County's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the County. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the County all of its right, title, and interest in such work. The County may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a County employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the County.

1. Worker's Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the requirements of this Section.

2. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the County and the County's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

C. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the County, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the County a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Morgan County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The County and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the County and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the County not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MORGAN COUNTY, COLORADO

Chair

Commissioner

Commissioner

ATTEST:

Clerk to the Board

CONTRACTOR

By: _____

General Services Contract Agreement # _____

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the County:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the County, during the timeframes established by the County: