

**CONSULTANT CONTRACT**

**Between**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

**And**

**FORENSIC PATHOLOGY SERVICES, LLC D/B/A FORENSIC PATHOLOGY STAFFING (FPS)**

This consultant contract (“Contract”) entered into by and between Forensic Pathology Services, LLC d/b/a/ Forensic Pathology Staffing (FPS) (hereafter referred to as “Consultant”) and the Board of Franklin County Commissioners on behalf of the Franklin County Coroner’s Office (hereafter referred to as “County”) for Professional Consulting Services pursuant to the authority of Sections 307.86 and 307.92 of the Ohio Revised Code and under the approval of Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ 2022.

For the mutual considerations herein specified, the County and Consultant have agreed and do hereby agree as follows:

**Section 1 Administrative and Specifications Requirements**

This Contract consists of the signed contract, including the contract terms and conditions, Appendix A Affidavits, Appendix B Statement of Work, and Appendix C Pricing.

**Section 2 Pricing and Delivery of Services**

The Consultant shall provide the services outlined herein for an amount not to exceed \$115,500.00. The Consultant shall provide all services in accordance with the terms and conditions of the Contract.

Any changes to the scope of work or pricing must be approved through a contract modification approved via resolution by the Franklin County Board of Commissioners.

**Section 3 Term of Contract**

The term of the Contract shall begin upon the approval of the Franklin County Board of Commissioners and shall remain in effect for a period of twenty (20) weeks or until the Contract is fully performed in accordance with Section 5.02.

**Section 4 Standard Contract Terms and Conditions**

**Section 4.01 Standard of Care**

Consultant shall discharge its respective obligations under the Contract with that level of reasonable care which a similarly situated business would exercise under similar circumstances. As an inducement to the County to enter into this Contract, the Consultant represents and warrants the following to the County:

- (a) It is (i) duly incorporated, organized and validly existing under the laws of, and in good standing with its state of incorporation; (ii) has full authority to grant the County the rights granted in this Contract; (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Contract.
- (b) It shall execute any and all documents or contracts with third parties in its name and shall not represent itself as conducting business on behalf of the County or any of its agencies.
- (c) It has filed all tax returns (federal, state and local) required to be filed and has paid all taxes shown thereon to be due and all property taxes due, including interest and penalties, if any.
- (d) It is in compliance in all material respects with all laws, regulations and requirements applicable to its business and has obtained all authorizations, consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or governmental authority that are necessary for the transaction of its business.

**Section 4.02 Affirmative Covenants**

Until the termination or expiration of this Contract, the Consultant shall:

1. Execute such documents and present all necessary documents to the County for signature as are reasonably necessary to ensure that the County receives all services that it is entitled to under the Contract and shall take no action that would revoke to the County's rights under this Contract;
2. Give notice to the County, within ten (10) days of the Consultant learning thereof, of any litigation involving a claim for damages in excess of One Hundred Thousand Dollars (\$100,000) affecting or relating to the Consultant or the services required under this Contract.
3. Promptly notify the County if:
  - (i) The Consultant learns of the occurrence of any event which constitutes, or, with the passage of time, the giving of notice or otherwise, will constitute, a default under this Contract or any of its other loan documents, together with a detailed statement by a duly authorized representative specifying the nature thereof and what action Consultant is taking or proposes to take with respect thereto;
  - (ii) Consultant receives any notice of default from, or the taking of any other action by, the holder(s) of any promissory note, debenture or other evidence of indebtedness of Consultant together with a detailed statement by the Consultant's duly authorized representative specifying the notice given or other action taken by such holder(s) and the nature of the claimed default and what action Consultant is taking or purposes to take with respect thereto;
  - (iii) Consultant learns of the existence of any legal, judicial or regulatory proceedings affecting Consultant or any of its properties or assets in which the amount involved is material and is not covered by insurance or which, if adversely determined, would cause a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of Consultant; or
  - (iv) There shall occur or exist any other event or condition causing a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of Consultant.

**Section 4.03 Indemnification**

The Consultant shall assume the defense of, indemnify, and save harmless the County and all Franklin County agencies, including public officials, and employees acting in the course of their employment from any and all third party claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Consultant's performance of the work required under this Contract and including Consultant's employees and agents, in the course of providing the services.

**Section 4.04 Ethics/Conflicts of Interest**

Consultant and employees of Franklin County are bound by the Ethics Laws of Ohio. The Consultant or employee of Consultant who violates any of these laws will be subject to penalties set forth by law. The Consultant agrees that it shall take reasonable steps to ensure that its owners, members and employees do not voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work and shall comply with the applicable provisions of the Ohio Ethics laws.

**Section 4.05 Subcontracting**

Subcontracting is allowable under the terms of this Contract. The Consultant shall be the primary Consultant who will be performing the work. The Consultant shall identify its subconsultants, suppliers, and joint ventures for performance of this Contract. The Consultant shall supplement its list of subconsultants, suppliers, and joint ventures during the term of this Contract. The Consultant shall not use any subconsultant who has been subject to action that limits the subconsultant's right to do business with the local, state, or federal government. The County reserves the right to deny use of a subconsultant(s) if the County determines that the Consultant will not be the primary Consultant who will be performing the work under the Contract.

**Section 4.06 Consent to Assign**

Consultant agrees not to assign any of its rights under this Contract unless the County consents to the assignment in a writing signed by all parties. Any purported assignment made without County's written consent is void and may result in the County exercising its right to terminate the Contract. The County may assert against an assignee

any claim or defense the County may have against the assignor.

#### **Section 4.07 Record Keeping**

The Consultant shall keep all financial records pertaining to the services provided under this Contract consistent with Generally Accepted Accounting Principles (GAAP) during the period covered by the Contract and shall provide such records or access to such records as requested by the County or their designated representative, or authorized representatives. Claims documentation may be reviewed through a formal audit and are not subject to the work access requirements set forth in this paragraph

#### **Section 4.08 Insurance Requirements**

##### **ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.**

Throughout the term of this Contract, the Consultant shall maintain a comprehensive insurance program affording as a minimum the items indicated below: **The Franklin County Board of Commissioners shall be identified as additional insured on the general and automobile liability policies, and the project name shall be included on the Certificate of Insurance.** Consultant's insurers shall, according to each insurance policy's provisions, provide at least 30 days prior written notice of cancellation or non-renewal to the County, and a new certificate must be provided to the Franklin County Purchasing Department.

*Comprehensive General Liability:* at least \$1,000,000 single limit occurrence including coverage for: a) Personal and Advertising Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury including death resulting there from, sustained by any person other than its employees; b) Broad Form Property Damage Liability; c) products and completed operations; and d) premises operations. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents;

*Automobile Liability Insurance:* at least \$1,000,000, which the company shall become legally obligated to pay as damages because of bodily injury to or destruction of property caused by the Consultant arising out of its ownership, maintenance or use of any automobile.;

*Excess Annual Aggregate Limit:* at least \$5,000,000; combined single limit

*Professional Liability:* of at least \$1,000,000; and

*Cyber Insurance:* Throughout the contract period, the Consultant must maintain cyber breach insurance with not less than \$5,000,000.00 single limit occurrence and \$5,000,000.00 aggregate including; third party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent infringement and trade secret misappropriation) unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violation of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, ransomware, worm, logic bomb, or Trojan horse or negligence in connection with denial of service attacks, or negligent misrepresentation. Consultant will notify the County immediately if Consultant's insurance coverage is reduced or terminated.

During the term of this Contract and any renewal thereto, the Consultant, and any subconsultant of the Consultant, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. The County may require the Consultant to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) business day period may be considered as default.

#### **Section 5 Time of Performance**

##### **Section 5.01 Time of Contract**

This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

##### **Section 5.02 Contract Extension for Project Completion**

The Contract may be extended for up to 90 days, at the option of the County and under the same prices, terms and conditions, to allow for the completion of any incomplete work regarding this Contract and scope of

services. This extension does not require the approval of the Board of Commissioners.

## **Section 6 Invoicing, Due Date and Taxes**

### **Section 6.01 Standard Invoice and Payment**

Consultant shall provide a Proper Invoice upon completion and County's acceptance of mutually agreed upon deliverables and in accordance with the payment schedule outlined in Appendix C. A "Proper Invoice" is defined as an itemized invoice that states which deliverable(s) are being billed, and is otherwise free of defects, discrepancies, errors, or other improprieties. The Consultant will be required to submit invoices by mail, sent by courier, or sent as an attachment to an email to the bill to address identified on the purchase orders used to issue orders against this Contract. A Proper Invoice must include, at a minimum:

- 1) Name and address of the Consultant;
- 2) Consultant's Federal Tax ID;
- 3) Billing period;
- 4) Completed deliverable(s) and related amount(s) billed; and
- 5) Remit to address.

### **Section 6.02 Payment Due Date**

The County typically makes payments within 30 days from the day the invoice is received and acceptance of supplier services by the agency. The County will not pay late fees, interest, or other penalties for later payment. Any entity authorized to utilize this Contract, outside the responsibility of the County is responsible for all orders, invoices, payment, and/or tracking.

### **Section 6.03 Taxes**

The County and the agencies therein responsible for are exempt from all federal, state, and local taxes. A tax-exempt certificate will be provided to the Consultant upon request.

## **Section 7 Contract Administration and Reports**

### **Section 7.01 Contract Administration**

The County will be responsible for the administration of the Contract and shall monitor the Consultant's performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Contract Administrators for immediate remedy. The Consultant will be notified by Purchasing of the infraction(s), and failure of the Consultant to rectify the infraction(s) may result in Consultant being deemed in default, whereas, the County may exercise its rights under the termination clauses of this Contract.

### **Section 7.02 Status Reports**

1. Reports required under the specifications of the Contract will be provided within the required timeframes, in the required format, and to the stipulations of the County.
2. Upon request and at no cost to the County, the Consultant shall be required to provide updates and status with regard to milestone and timelines to the Franklin County Coroner's Office. Electronic media is the preferred method of these reports. Delivery timeframe of such reports will be negotiated when the request is issued by the County. Failure to provide requested reports, after notification, may be deemed as deficiency and may result in corrective action being taken by the County.

### **Section 7.03 Out of Scope Work and Contract Modification**

The Consultant is not allowed to perform any work that is out of scope. If the Consultant believes that the work being requested to be performed is out of scope it must be brought to the attention of the Project Manager or the Franklin County Coroner's Office. Any work that is out of scope, if it is determined to be necessary by the County, must be added to the Contract through a written contract modification that is approved by the Board of County Commissioners. Out of scope work that is added will be accompanied by a separate timeline and will be exempt from any timeline established herein. Approval of a contract modification under this section by the Board of County Commissioners shall be at their sole and complete discretion. If the Consultant knowingly performs work that is out of scope and does so without the proper written authorization from the Board of Commissioners they do so at their own risk. The County will not be liable for any cost of the work performed that was out of scope and done without the proper authorization.

**Section 7.04 Quality Assurance**

The Consultant is responsible for the quality of the materials developed for the County under this Contract. The County reserves the right to inspect and review all deliverables as they are being developed and written.

**Section 7.05 Final Acceptance**

The County will make full acceptance of all related deliverables when satisfactory performance, according to requirements described in the Contract documents and any negotiated modification, have been met and documentation delivery requirements have been satisfied.

The County will be the sole judge of whether or not the deliverables meet the requirements of the Contract. If, in the County's judgment, deliverables do not meet the requirements, the Consultant will be required to make all corrections to the deliverables until the County, in its judgment, approves the deliverables. No payment will be made on any deliverable until the County accepts and approves the deliverable.

**Section 7.06 Developed Material**

All materials that have been prepared, written, created, or developed pursuant to the specifications in this Contract shall become the property of the County and may be returned only at the County's discretion. Furthermore, the County owns the entire title, right, and interest to said materials including the right to reproduce or distribute said material.

**Section 8 Contract Cancellation; Termination; Remedies**

**Section 8.01 Contract Cancellation**

The County may cancel this Contract upon any one of the following events. The cancellation will be effective on the date delineated by County.

1. 90-Day Notice Termination

The County reserves the right to terminate the resulting contract immediately by giving the Consultant 90-days written notification. If this Contract is terminated for convenience, the County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2. Non-appropriations of Funds

This Contract is contingent upon the County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to the County. The County will provide the Consultant with written notification within 10 business days after being notified that the funding is no longer approved.

3. Cancellation for Failure to Retain Certification

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.

4. Cancellation for Financial Instability

The County may cancel this Contract by written notice to the Consultant if a petition in bankruptcy or similar proceeding has been filed by or against the Consultant.

**Section 8.02 Termination for Default**

The County may, subject to the paragraphs below, by written notice of default to the Consultant, terminate this Contract in whole or in part if the Consultant fails to:

- a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- b) Make progress, so as to endanger the performance of this Contract or services required under this Contract.

- 1. The County may exercise its right to terminate this Contract under this section of the Contract if after receipt of the notice from the County specifying the failure of the Consultant to perform such services, the Consultant does not offer a plan to cure such failure within 10-days (or more if authorized in writing by the County) in a manner acceptable to the County.

2. If the County terminates this Contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Consultant will be liable to the County for any excess costs for those supplies or services. The maximum amount of liability of the Consultant shall not exceed the total amount of fees that have been paid to the Consultant as of the termination date of the Contract. However, the Consultant shall continue the work not terminated.
3. Force Majeure: Except for defaults of subcontractors at any tier, the Consultant shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.
4. If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Consultant and subcontractor, and without fault or negligence of either, the Consultant shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Consultant to meet the required delivery schedule.
5. If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

## **Section 9 Certifications and Affidavits**

### **Section 9.01 Consultant's Warranty against an Unresolved Finding for Recovery**

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Consultant against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a proposal, Consultant warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior to the award of any contract, without notifying the County of such finding.

If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Consultant prior to the award, the Contract shall be void. The Consultant understands that Consultant shall be responsible to the County for any expenditure against the Contract.

### **Section 9.02 Suspension and Debarments**

The County will not award a contract for goods or services, funded in whole or in part with federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Excluded Parties List in the System for Award Management (SAM) database at <https://www.sam.gov/SAM/>, or as may be amended.

### **Section 9.03 Legal Compliance**

The Consultant agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this proposal including applicable state and federal laws regarding drug-free workplaces. The Consultant shall be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to, Unemployment Compensation insurance premiums, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Consultant in the performance of the work specified in this Contract.

### **Section 9.04 Workers' Compensation Provision**

The Consultant shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the proposal specifications, the Consultant will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25<sup>th</sup> Floor, 373 S. High St., Columbus, OH 43215-6315 or via email. Failure to provide such certificate within the stated time period may deem the Consultant as non-responsive and subject to default hereunder. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

## **Section 9.05 Non-Discrimination / Equal Opportunity Provisions**

The Consultant agrees that in the hiring of employees for the performance of work under the Contract, Consultant shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. The Consultant or any person acting on behalf of Consultant, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed on Appendix A-1 (*Non-Discrimination / Equal Opportunity Affidavit*) of the Contract, the Consultant certifies that it complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All Consultants who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Consultant shall file a description of the affirmative action program and a progress report on its implementation with the department of development.

## **Section 9.06 Delinquent Personal Property Taxes**

By the signature affixed on Appendix A-2 (*Delinquent Personal Property Taxes*) of the Contract, the Consultant certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

## **Section 10 Special Considerations**

### **Section 10.01 Public Record and Treatment of Confidential and Proprietary Information**

With limited exception, pursuant to Ohio Revised Code 149.43, all information submitted by the Consultant, shall be considered a public record. In the event the County receives any request for any information received as part of this contract the County will immediately take steps to release the information to the requesting party. The Consultant may clearly mark certain information as a trade secret or proprietary if that information derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means, other persons who can obtain economic value by its disclosure or use and is subject to efforts reasonable under the circumstances to maintain its secrecy; however, the County may nonetheless be required to release the information under Ohio law. The marking of the information shall not in itself make the information a trade secret or proprietary but rather shall be determined under Ohio law. The determination of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the agreement by a party or (c) information that is considered an open public record pursuant to the Ohio Sunshine law. Any document submitted to the County not marked as proprietary or trade secret will not be reviewed for confidentiality by the County upon a public records request and may be released. In most cases a competitive submittal will be released as soon as the contract is entered into the Commissioners Resolution Management System (CRMS) in accordance with 307.862(c).

### **Section 10.02 Independent Status of the Consultant**

1. The parties will be acting as independent Consultants. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.
2. The Consultant shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

**Section 10.03                    Governing Law/Venue**

This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Contract shall be forumed and venued in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

**Section 10.04                    Entire Contract/Amendment/Waiver**

This Contract and its appendices and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Contract shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Contract. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

**Section 10.05                    Green Initiatives**

By adoption of Resolution 432-17, the Franklin County Board of Commissioners have reaffirmed the County’s commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices through deployment of alternate fuel and hybrid electric vehicles.

It is the Board of Commissioners intent to support the green energy economy through workforce partnerships and doing business with providers of goods and services who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

**Section 10.06                    Notices**

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by facsimile or by e-mail. Notice shall be sent to the following addresses:

To the Consultant:                    Forensic Pathology Services, LLC d/b/a/ Forensic Pathology Staffing (FPS)  
Attention: H. Giovanni Trilleras  
4001 Decatur Boulevard, Suite 37-227  
Las Vegas, Nevada 89103  
Telephone: (702) 918-5139,  
Email: [gtrilleras@forensicpathologystaffing.com](mailto:gtrilleras@forensicpathologystaffing.com)

To the County:                         Franklin County Coroner’s Office  
Attn: Amanda Alvarez Wright  
2090 Frank Road  
Columbus, Ohio 43223  
Telephone: 614-525-5290  
Email: [analvare@franklincountyohio.gov](mailto:analvare@franklincountyohio.gov)

With a copy to:                         Franklin County Purchasing Department  
Attn: Megan A. Perry-Balonier, Purchasing Director  
373 S. High Street, 25<sup>th</sup> Floor  
Columbus, OH 43215  
Telephone: (614) 525-2402  
Email: [mabaloni@franklincountyohio.gov](mailto:mabaloni@franklincountyohio.gov)



**Section 10.07 Off-Shore Activities**

No portion of this Contract may be performed offshore. All services under this Contract shall be performed within the borders of the United States or the borders of any country with which the United States is engaged in an active free-trade agreement. Any services that are described in the specifications or scope of work that directly pertain to servicing this Contract shall be performed within the borders of the United States or the borders of any country with which the United States is engaged in an active free-trade agreement.

This shall include any back up services for data, back-office services and work performed by subcontractor at all tiers.

**Section 10.08 Time of the Essence**

The time limits and timelines set forth herein are of the essence of this Contract. The Consultant has reviewed and approved all such time limits and time lines and confirms that all such limits are reasonable periods of time for its performance hereunder.

**Section 10.09 Offset**

The County may set of any amounts the Consultant owes the County under this or other contracts against any payments due from the County to the Consultant under this or any other contracts with the County.

**Section 10.10 Travel Expenses**

Any travel that the Consultant requires to perform its obligations under the Contract will be at the Consultant's expense. If the County requests additional work that is outside the scope outlined hereunder, and that work requires additional travel by the Consultant's personnel, the County will pay for any additional travel that it requests only with prior written approval. Such approval shall be given under a written contract modification signed by both parties and approved via resolution by the Franklin County Board of Commissioners. The County will pay for all additional travel expenses that it requests in accordance with the Board of Commissioners travel policy.

**Section 10.11 Headings**

The headings used in this Contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.

**Section 10.12 Survivorship**

All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

**Section 10.13 Cyber Breach**

Consultant shall have a plan and adequate resources to address telecommunications and computer systems breach, and shall maintain intrusion detection services and procedures and/or data breaching systems to detect and address "hacking" and "phishing operations" into the Consultant's telecommunications system, that includes services and systems to detect any unauthorized access to or unauthorized activity on the Consultant's telecommunications system, networks, computer systems, and network devices associated with the use of and access to the County's management systems, databases, and County information and data. Consultant will ensure that all intrusion detection measures and data breach systems are maintained and functional on a regular basis. Intrusion detection services and data breach systems shall include, at minimum, network-based intrusion detection and active monitoring of appropriate computer system access logs. Consultant shall notify the County, as soon as reasonably possible, of its detection of any potential or suspected intrusions that may affect the County with regard to disbursement of payments or access to County systems, networks, data, or information. Failure by Consultant to provide this notification shall be a breach under the contract. Consultant shall be liable for all costs and damages to the County related to or arising from the breach of Consultant's telecommunications systems, networks, or computer systems. Consultant shall provide the County a historical record of prior breaches of security or intrusions, including all prior incidents of "hacking," that have previously been detected in the Consultant's system.

*~ Signature page to follow ~*

The parties hereto have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Franklin County Board of Commissioners:

Forensic Pathology Services, LLC d/b/a/  
Forensic Pathology Staffing (FPS)

By: \_\_\_\_\_  
Erica C. Crawley, President

By: H. Giovanni Trilleras  
H. Giovanni Trilleras, Chief Executive Officer

By: \_\_\_\_\_  
John O'Grady, Commissioner

Date: 9/22/2022 | 2:39 PM EDT

By: \_\_\_\_\_  
Kevin L. Boyce, Commissioner

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

APPROVED AS TO FORM:

Megan A. Perry-Balonier  
Director, Purchasing Department  
Franklin County, Ohio

By: Jesse Armstrong  
Assistant Prosecuting Attorney

By: Megan Perry-Balonier  
Purchasing Director

Date: 9/22/2022 | 4:18 PM EDT

Date: 9/22/2022 | 4:14 PM EDT

**APPENDIX A**  
**AFFIDAVITS**

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT, Exhibit A-1**  
*(Must be Completed and Notarized)*

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT, Exhibit A-2**  
*(Must be Completed and Notarized)*

APPENDIX A-1

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY/PARISH OF \_\_\_\_\_

\_\_\_\_\_ being first  
Printed Name

duly sworn, deposes and says that they are \_\_\_\_\_  
(President, Secretary, etc.)

of \_\_\_\_\_, the party who made the foregoing bids; that such party as Consultant does not and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity. If awarded a contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_. (Seal)

**APPENDIX A-2**

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Project: Organizational Study

Department: Franklin County Coroner's Office

State of \_\_\_\_\_ County of \_\_\_\_\_, ss:

\_\_\_\_\_ Being first duly sworn, deposes and says that he/she is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title)

with offices located at \_\_\_\_\_,

and as it's duly, authorized representative states that effective this day of \_\_\_\_\_,

( ) is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

( ) is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

<u>County</u>	<u>Amount:</u> (include total amount and any penalties and interest thereon)
Franklin	\$ _____
_____	\$ _____
_____	\$ _____

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Section 5719.042 O.R.C.

My Commission expires \_\_\_\_\_, 20\_\_\_\_  
(Seal)

## APPENDIX B

### STATEMENT OF WORK

The Franklin County Coroner's Office seeks to engage a qualified vendor to review the current organization structure, alignment, and positions in the organization. Consultant will conduct interviews, virtually and in-person when appropriate, review documentation as well as lead the assessment, analyze findings, and make recommendations to ensure the organization structure and staffing needs are aligned to the mission and the business of Coroner for now and the near future.

Consultant shall provide the following services:

#### **A. Organization Structure**

1. Analyze the Office of the Coroner's current organizational structure, including the relationship and responsibilities between the Coroner, senior staff, directors, and other staff,
2. Assess whether the current organizational structure is efficient, effective, and transparent for a public entity that is responsible for performing medico-legal death investigations and determining the cause and manner of death.
3. Assess the Office of the Coroner's overall strategy related, but not limited to, the following:
  - a) Is the leadership team aligned and positioned to perform organizational responsibilities effectively, both at this time and in the future.
  - b) Are organizational resources, reflected by the table of organization, current investment in technology and equipment with facility, properly allocated to meet organizational responsibilities?
  - c) Does the leadership team have the skillset to meet organizational goals, including technical training, cultural competence, management essentials, and related development plans for staff?

#### **B. Departmental Operations**

1. Study and analyze the Office of the Coroner's departments as they relate to the following:
  - a) Services provided and tasks performed;
  - b) Ability to currently meet baseline service levels;
  - c) Ability to meet expected future needs;
  - d) Resources required for present and future needs;
  - e) Process improvements for current operations and future needs.

#### **C. Work Processes**

1. Study and assess the Office of the Coroner's processes as set forth in the standard operating procedures and policies of the organization, regarding:
  - a) Decision making
  - b) Accountability
  - c) Organizational efficiency
  - d) Human resources
  - e) Data collection, monitoring, and reporting
  - f) Communications and public affairs

Consultant shall use the following processes to assess the current organizational structure, departmental operations, & work processes of the Coroner's Office:

### **Descriptive Analysis / Causal Analysis**

- As needed on-site interviews with the administrative, clinical, medical, and investigative staff to receive subjective feedback about the current state of the organization, and overall desired changes as it relates to efficiency of the office.
- Surveys distributed to all staff members to obtain empirical data that can be tracked/compared as needed in re-surveying.
- As needed on-site shadowing/assessment of the various departments/staff during shifts offered by the Franklin County office to objectively measure efficiency and potential.
- Comparative analysis of similarly sized local/national Medicolegal offices to Franklin County.
- Reaching out to local and non-local offices to inquire about efficiency & effectiveness related to personnel size and procedural methods.
- Review of the facility/equipment and determine if Franklin County can effectively meet the demand of the office with regards to the SOP of the accrediting board, office, county, and any HR/union regulations.

### **Predictive Analysis / Prescriptive Analysis**

- Analysis of past Franklin County population growth trends and the relationship between increasing case numbers & its effect on the office size/culture/personnel.
- Compare current personnel & population/case numbers to accrediting body standards and evaluate whether current staff is on track to meet the growing demands of the county.
- Analysis of Franklin County future growth potential and factors that may lead to increased workload at the office i.e. additional hospitals in the county, large company movements, county realignments, etc.
- Based on the Data, make recommendations on staffing changes required to effectively meet any potential demand.

### **Project Phases**

- Phase 1: Submit proposal to the County - COMPLETED
- Phase 2: Determine metrics/Data to be collected
- Phase 3: Collect the various datasets via Survey and other methods
- Phase 4: Organize the Data collected and interpret the results
- Phase 5: Provide reports and Recommendations for current and future state for Franklin County

### **Phase 2: Defining the metrics/Data to be collected**

### **Methodology**

#### **1) Franklin County Coroner's Office surveys**

- Create a baseline survey that can be distributed to all staff. Survey will be a series of qualitative & quantitative questions.
- Quantitative questions can provide numerical Data/points to quickly present an overview of the responses to the series of questions
- Qualitative responses can provide additional information to support the quantitative responses.

**2) Franklin County Office Shadowing**

- Shadowing by Consultant team members.
- Shadowing the morgue operations by a board-certified Forensic Pathologist. Taking note of efficiency, flow, process of assigning cases, transporting decedents, etc.
- Shadowing of the investigative department operations by board certified ABMDI. Taking note of processes: what can be improved, what may be unnecessary, what would help create a better office environment, workflow, is the space adequate for the current staff, future potential additions to the staff, are all positions accounted for.

**3) Comparative Research**

- Gathering Data from Franklin County (1.32 mil) & similarly sized offices in Ohio (Cuyahoga 1.2 mil, Hamilton 830k). <https://worldpopulationreview.com/us-counties>
- We will include benchmarking Data from similar counties in population size to Franklin on either end for comparison purposes.
- We will provide predictive analytics regarding immediate potential population growth at 1.5 million

**4) Metrics to Assess (Measures):**

**Comparing office personnel of similarly sized counties:**

**Year Over Year** (YoY for up to the last 10 years if available)

- # of Forensic Pathologists (FT/PT)
- # of autopsy technicians (FT/PT)
- # of MDI (FT/PT)
- # of Supervisors (roles/structure from 'lead' to Chief)
- # of administrative assistants or similar role
- # of specialty consultants (cardiology/neuropath/odontologists)
- # of IT support
- # of miscellaneous i.e. transcriptionists, toxicologists, histotechs, budget analysts, body transport, etc.

**Length of Employment at present facility - (LoE)**

- Forensic Pathologists (FT/PT)
- Autopsy technicians (FT/PT)
- MDI (FT/PT)
- Supervisors (Directors & Asst.)
- Administrative assistants, any similar role, or miscellaneous

**Demographics**

- Gender/Sex - Male/female breakdown
- Age Group
- Race/Ethnicity
- Education level
- Certifications
- Salary range
- Geographic location
- Population served
- Other miscellaneous



**Facility Data related to:**

- Square footage of facility(ies)
- Satellite sites
- Age of current facility
- Current plans to open a new facility
- Morgue
- Radiology
- Forensic Photography
- Labs
- Offices
- Information Technology
- Safety and Security
- Evidence / Chain of Custody
- Fleet Services
- Other
- Does staff consider spaces adequate for all the above?

**Financial (as provided)**

- FP salaries over the last 10 years
  - Chief ME
  - Coroner
  - Deputy ME / Deputy Coroner
  - Assistant ME
- MDI salaries over 10 years
  - Chief MDI
  - Full Time MDI
  - Part-time MDI
- Technicians salary over 10 years
- Supervisors – Leadership
- Administrative assistants and similar roles/other roles

**Office statistics**

- Total cases reported
- Total cases accepted jurisdiction
- Criteria for what cases are accepted
- Criteria for the extent of the exam
- Case breakdown over last 10 years if available
- Time to complete and submit MDI scene investigation report
- Time to complete autopsy report(s)
- Office Database / case management system(s)

**Franklin county statistics**

- Population size over 10 years
- Hospitals/trauma centers additions/changes
- Public safety officials and departments (e.g., fire, law enforcement, EMS)
- Public health
  - Fatality review teams
  - Number of reportable infectious disease deaths
- Potential disaster ‘hot zones’ (e.g., nuclear, air/rail traffic, weather-related

incidents)

- County redistricting
- Potential population growth related to incoming businesses
- Local seasonal / recurring high-traffic events (e.g., Quarter Horse Congress)

### **Phase 3: Collecting the Data**

#### **1) Survey Data Collection**

- a) Identify respondents to Survey
- b) Discuss timeline for staff to respond to the Survey
- c) Close Survey and analyze Data

#### **2) Comparative Research**

- a) Collect & analyze Data

#### **3) Franklin Shadowing**

- a) Discuss timeline for shadowing
- b) Identify County staff to be shadowed
- c) Identify Consultant staff to shadow and map to County staff
- d) Collect and analyze Data

### **Phase 4: Interpreting the Data**

#### **1) Interpreting the Data**

- Consultant will determine when sufficient Data has been collected
- Consultant will analyze the datasets to draw comparisons to provide recommendations based on populations surveyed, best practices and national standards.

### **Phase 5: Presentation of the Data, Final Results, & Recommendations**

#### **1) Presenting recommendations based on the results**

- **Consultant will create two reports:**
  - Full detailed presentation of the Data collected and internal analyses.
  - Summary level report (1-2 pages), that can be used to conduct targeted discussions with other entities or stakeholders, to effectively communicate results to non-analytic audiences

#### **Timeline:**

- **Phase 1: COMPLETED**
- **Phase 2:** 2-3 weeks to complete after all contracts have been negotiated, agreed upon, and signed between Consultant & County.
- **Phase 3:** 6-8 weeks to obtain the Data after Phase 2 is completed & dates to visit the FCCO have been agreed upon.
- **Phase 4:** 2-3 weeks to complete after all necessary Data in Phase 3 has been collected.
- **Phase 5:** 2-4 weeks for a completed report/presentation after Phase 4 is completed.
- **Total estimated time to complete:** 12-18 weeks.

## **APPENDIX C**

### **PRICING**

**1) Travel Expenses**

- Consultant will purchase & organize any agreed upon travel expenses required for their Forensic Pathologists, consultants, or any other parties agreed upon within this proposal, to perform the necessary duties. All travel expense fees are included in the Total Fees below.

**2) Fees**

- **Total Fees:** \$115,500.00

**3) Progress Payment Schedule**

- Upon Consultant's completion and County's approval of each Phase below, Consultant will bill the County for the percentage of the total fees as follows:
  - **Completion of Phase 2 (25%):** \$28,875.00
  - **Completion of Phase 3 (25%):** \$28,875.00
  - **Completion of Phases 4 & 5 (remaining 50%):** \$57,750.00

APPENDIX A-1

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF NEVADA

COUNTY/PARISH OF CLARK

Hector Giovanni Trilleris being first  
Printed Name

duly sworn, deposes and says that they are CEO

(President, Secretary, etc.)  
of Forensic Pathology Services, LLC, the party who made  
the foregoing bids; that such party as Consultant does not and shall not discriminate  
against any employee or applicant for employment because of race, color, religion, sex,  
age, disability or military status, veteran status, national origin, or ancestry, sexual  
orientation, or gender identity. If awarded a contract under this bid, said party shall take  
affirmative action to insure that applicants are employed and that employees are treated,  
during employment, without regard to their race, color, religion, sex, age, disability or  
military status, veteran status, national origin, or ancestry, sexual orientation, or gender  
identity. If successful as the lowest and best bidder under the foregoing bids, this party  
shall post non-discrimination notices in conspicuous places available to employees and  
applicants for employment, setting forth the provisions of this affidavit.

H. C. Trilleris

Signature

Hector Giovanni Trilleris

Affiant

FORENSIC Pathology Services, LLC

Company/Corporation

4001. S. DECATUR BLVD # 37-227

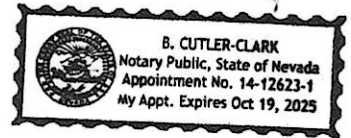
Address

LAS Vegas, NV 89103

City/State/Zip Code

Sworn to and subscribed before me this 21<sup>st</sup> day of September,  
2020.

[Signature]  
Notary Public



My Commission expires October 19, 2025. (Seal)

APPENDIX A-2

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Project: Organizational Study

Department: Franklin County Coroner's Office

State of NEVADA County of CLARK, ss:

Hector Giovanni Tinkens Being first duly sworn, deposes and says that he/she is the (Name)

CEO of Forensic Pathology Services, LLC (Title)

with offices located at 4001 S. DECATUR BLVD. STE 37-277, LAS VEGAS, NV 89103

and as it's duly, authorized representative states that effective this day of 9.21.22,

(X) is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

( ) is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Table with 2 columns: County, Amount: (include total amount and any penalties and interest thereon). Rows for Franklin and two blank entries.

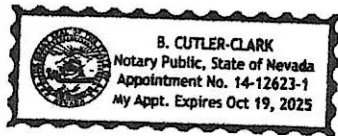
H. Cutler (Affiant)

Sworn to and subscribed this 21st day of September, 2022.

(Notary Public)

Section 5719.042 O.R.C.

My Commission expires October 19, 2025 (Seal)



**Certificate Of Completion**

Envelope Id: F7FFB8462CD141DCA73E7E81786A87F6	Status: Completed
Subject: Please DocuSign: Forensic Pathology Services - FC Coroner Contract 9.22.2022 AAW Final.pdf, aff...	
Source Envelope:	
Document Pages: 21	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Amy Wendling
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	373 S. High Street
	Columbus, OH 43215
	awendling@franklincountyohio.gov
	IP Address: 198.30.81.2

**Record Tracking**

Status: Original	Holder: Amy Wendling	Location: DocuSign
9/22/2022 2:30:42 PM	awendling@franklincountyohio.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Franklin County, Ohio	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Brad Kamlet bskamlet@franklincountyohio.gov Franklin County Purchasing Security Level: Email, Account Authentication (Optional)	<b>Completed</b>  Using IP Address: 134.238.182.43	Sent: 9/22/2022 2:31:34 PM Viewed: 9/22/2022 2:36:41 PM Signed: 9/22/2022 2:37:00 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

H. Giovanni Trilleras gtrilleras@forensicpathologystaffing.com Security Level: Email, Account Authentication (Optional)	<i>H. Giovanni Trilleras</i>  Signature Adoption: Pre-selected Style Using IP Address: 148.59.170.23	Sent: 9/22/2022 2:37:03 PM Viewed: 9/22/2022 2:39:10 PM Signed: 9/22/2022 2:39:28 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 9/22/2022 2:39:10 PM  
ID: 4207de30-daf2-4ce3-82a3-ed8858e722b4

Megan Perry-Balonier mabaloni@franklincountyohio.gov Director Franklin County Purchasing Security Level: Email, Account Authentication (Optional)	<i>Megan Perry-Balonier</i>  Signature Adoption: Pre-selected Style Using IP Address: 198.30.81.2	Sent: 9/22/2022 2:39:30 PM Viewed: 9/22/2022 4:02:17 PM Signed: 9/22/2022 4:14:17 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jesse Armstrong jarmstrong@franklincountyohio.gov Assistant Prosecuting Attorney Franklin County Security Level: Email, Account Authentication (Optional)	<i>Jesse Armstrong</i>  Signature Adoption: Pre-selected Style Using IP Address: 198.30.81.2	Sent: 9/22/2022 4:14:20 PM Viewed: 9/22/2022 4:17:44 PM Signed: 9/22/2022 4:18:23 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Brad Kamlet gtrilleras@forensicpathologystaffing.com Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/22/2022 2:39:10 PM ID: 4207de30-daf2-4ce3-82a3-ed8858e722b4	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 9/22/2022 4:18:26 PM
Amanda Analvare analvare@franklincountyohio.gov Franklin County Coroner's Office Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 9/22/2022 4:18:28 PM Viewed: 9/22/2022 4:35:45 PM
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	9/22/2022 4:17:44 PM
Signing Complete	Security Checked	9/22/2022 4:18:23 PM
Completed	Security Checked	9/22/2022 4:18:28 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Franklin County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Franklin County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [julielust@franklincountyohio.gov](mailto:julielust@franklincountyohio.gov)

### **To advise Carahsoft OBO Franklin County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [julielust@franklincountyohio.gov](mailto:julielust@franklincountyohio.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO Franklin County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [julielust@franklincountyohio.gov](mailto:julielust@franklincountyohio.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO Franklin County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [julielust@franklincountyohio.gov](mailto:julielust@franklincountyohio.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Franklin County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Franklin County during the course of your relationship with Carahsoft OBO Franklin County.