

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COLLECTION SERVICES FOR PUBLIC SAFETY EMS
SPECIFICATION PD 16-17.019**

- **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM - (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)
- MINIMUM INFORMATION AS OUTLINED IN PARAGRAPH 14 – QUALIFICATION OF OFFERORS OF THE SPECIAL TERMS & CONDITIONS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- **BEFORE YOU SUBMIT YOUR BID, YOU HAVE TO:**
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- **HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

COLLECTION SERVICES FOR PUBLIC SAFETY EMS

SPECIFICATION NUMBER PD 16-17.019

BIDS WILL BE RECEIVED UNTIL: 10:00 A. M., CST, Wednesday, February 1, 2017

PRE-BID CONFERENCE: Will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Matt Langley Bell III Building, Conference Room No: 11.407, on January 23, 2017, Wednesday, 10:00 A.M., CST.

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:

**Claudia Simmons
Purchasing Manager**

Procurement Assistance:

Lester L. Boyd
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805
Email: LLBOYD@myescambia.com
Website: www.myescambia.com

Technical Assistance:

Joseph A. Scialdone
Billing Manager
Public Safety
6575 N "W" Street
Pensacola, FL 32505
Tel: (850) 471-6507
Fax: (850) 471-6518

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

<p>It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.</p>
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NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**COLLECTION SERVICES FOR PUBLIC SAFETY EMS
PD 16-17.019**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY, FLORIDA

SUBMIT OFFERS TO:

LESTER L. BOYD

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4944, Fax No: (850) 595-4805

Invitation to Bid

COLLECTION SERVICES FOR THE PUBLIC EMS

SOLICITATION NUMBER: PD 16-17.019

SOLICITATION

MAILING DATE: Wednesday, February 1, 2017

PRE-BID CONFERENCE: Will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Matt Langley Bell III Building, Conference Room No: 11.407, on January 23, 2017, Wednesday, 10:00 A.M., CST.

OFFERS WILL BE RECEIVED UNTIL: 10:00 A. M., CST, Wednesday, February 1, 2017 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
Signature of Person Authorized to Sign Date

ATTEST: _____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

ATTEST: _____
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

BID FORM
Specification Number PD 16-17.019
COLLECTION SERVICES FOR PUBLIC SAFETY EMS

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Collection Services for the Escambia County, Public Safety EMS** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following percentage of revenue collected:

FIRST PLACEMENT BID PERCENTAGE:

First Placement accounts are those that have not received any recovery or collection services outside of Escambia County's EMS Billing Office.

Percentage Amount of Revenue collected. _____ %

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

—

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: _____

Type of Contractor's License, Certification and/or
Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment

(Check one) Net 30 Days ____ 2% 10th Prox ____

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing
Cards? Yes ____ No ____.

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes ____ No ____.

County Permits/Fees required for this project:

Person to contact for disaster service:

Permit _____ Cost _____
NA _____

Home Address: _____

Home Phone/Cell/Pager #: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.019, Collection Services for Public Safety EMS, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

The County's objective in requesting this Bid, is for the collections of unpaid ambulance billing accounts referred by Escambia County Public Safety, Division of Emergency Medical Services (EMS), Escambia County, Florida.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond, or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Procurement questions may be directed to **Lester L. Boyd, Purchasing Coordinator**, (850) 595-4944, (Fax) (850) 595-4805. Technical questions may be directed to **Joseph A. Scialdone, Billing Manager**, (850) 471-6507, (Fax) (850) 471-6518, Written questions accepted no later than 4:00 P. M., CST, Wednesday, January 28, 2017.

4. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

5. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

6. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of thirty (36) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for a total of sixty (60) months. An additional two (12) months extension may also be unilaterally exercised at the County's discretion.

7. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

8. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

9. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

10. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

11. **Award**

Award shall be made on the basis of the lowest percentage amount of Revenue collected for the first placement accounts.

12. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

13. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

14. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor

in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient in such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

16. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor ' s deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County ' s acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County

Attention: Lester L. Boyd – Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
P.O. BOX 1591
Pensacola, Florida 32591-1591
Fax: (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance**Professional Liability/Malpractice/Errors or Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

17. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ATTACHMENT A

PART IV

SCOPE OF WORK

4-1 OBJECTIVE

The County's objective in requesting this Bid is for the collections of unpaid ambulance billing accounts referred by Escambia County Public Safety, Division of Emergency Medical Services (EMS), Escambia County, Florida.

4-2 TECHNICAL REQUIREMENTS

4.2.1 The contractor shall promptly undertake, through ethical and lawful means, the collection of the accounts referred, with particular attention to the Consumer Credit Protection Act, The Fair Credit Reporting Act, The Fair Debt Collection Practices Act, and all other laws applicable to this type of activity.

4.2.1.1 Escambia County Public Safety/EMS will notify the contractor of any direct payments and will credit the contractor with the contractual rate for all such direct payments collected after the contractor begins active collection efforts. The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.

4.2.1.2 The contractor shall suspend collection efforts on any account referred for collection upon written notice to do so by Escambia County Public Safety/EMS, and Escambia County Public Safety/EMS may recall any referred account, at no cost to the County, except the fees earned prior thereto.

4.2.1.3 The contractor shall retain all accounts until the end of the current contract, unless specific accounts are requested to be returned to the County. Such returns shall be made in a format acceptable to the County, to include an electronic transfer format, and all cost associated with the contractors ability to return these accounts in an acceptable format shall be borne by the contractor. At the request of the Escambia County Public Safety/EMS division, the contractor shall document its effort to collect any specific amount.

4.2.1.4 The contractor shall not have the right to refuse to collect any account Emergency Medical Services refers to the contractor.

4.2.2 The contractor shall maintain adequate records of the services performed, revenues collected and remitted to the County for audit by the County and all such records shall be available for inspection and audit, without prior notice, by the internal auditor of Escambia County, Florida. Such files contain records of collection efforts made by the contractor and other pertinent information.

4.2.3 Escambia County, Florida shall have the right to prescribe forms which the contractor shall use to report collection and status of accounts. The contractor's proposal shall include proposed reports and the desired schedule for furnishing each. Minimum report requirements are shown below:

4.2.3.1 The following information shall be submitted quarterly:

A list in last name sequence of all open accounts indicating the status. This report will indicate adjustments to each account as requested by the Escambia County Public Safety/EMS Division. Skip tracing activities and results shall be included.

4.2.3.2 The following information shall be submitted at least monthly:

- 1) A list in last name sequence of all payments since the previous report.
- 2) A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.
- 3) A Recovery Analysis Report showing at a minimum the historical monthly collections of accounts over a two year period, average age of accounts at turnover by month of turnover, collections current month on aged accounts,

collections to date on aged accounts, collections for current month on current placements, percentage collections on aged and new turnover, and overall collection dollars and percentages.

- 4.2.4 The contractor will not initiate any form of legal action without the expressed written consent of Escambia County. Where legal action is necessary, the County will provide witnesses, certified copies of official records and other documentation required for prosecution.

The contractor shall be solely responsible for all cost or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

- 4.2.5 The contractor shall possess the following credentials:

- 1) Satisfactorily completed at least one year of ground ambulance billing prior to being awarded this contract.
- 2) Ability to accept electronically, medical accounts referred by the County in accordance with the specifications detailed in Attachment B.
- 3) Ability to bill commercial insurances in a valid 5010 electronic format.
- 4) Ability to comply with all HIPAA requirements, allowing the County to perform a Risk Assessment audit at any time with or without advanced notice. A template for our Business Associate Agreement (BAA) is specified in Attachment (D.)
- 5) Ability for the County to securely view account activity remotely.

4.3 **SECONDARY PLACEMENT BID PERCENTAGE:**

Second Placement accounts are those that have received collection services outside of Escambia County's EMS Billing Office, to include those accounts that were not collectable by our current third party collection agency. Percentage Amount of Revenue collected shall be **30%**.

4.4 **EARLY-OUT PATIENT PAY BID PERCENTAGE:**

Early-out patient pay accounts are those that the Escambia County EMS Billing Office has determined to be Patient Responsible for payment. These accounts will be aged for no more than 60 days from our date of service upon referral date. If the bidder determines these accounts to be unresponsive to payment requests, the account can be rolled into a First Placement account, as detailed above, not before 60 days. The Early-out patient pay accounts are submitted at the discretion of Escambia County's EMS Billing Office. Percentage Amount of Revenue collected shall be **10%**.

4.5 **EXPERIENCE AND QUALIFICATIONS**

The firms responding to the ITB shall have the following qualifications and experience and provide the appropriate documentation with your bid:

Extensive experience in conducting similar tasks for similar projects. Provide a minimum of three (3) references, provide all the appropriate licenses, certifications, including a copy of a Certificate to do Business in the State of

Florida, and any and all relevant documentation that qualifies your firm as a professional collection agency.

One (1) or more year(s) experience in collecting for ambulance provider.
Substantiate your good working knowledge of any other Federal, State or local laws that apply to your profession and the County's project.

ATTACHMENT B**ZOLL DATA SYSTEMS
COLLECTION AGENCY ECM DESCRIPTION OF OUTPUT**

Collection Agency ECM

Description of output

Document updated: January 5, 2017

RescueNet Billing file name: GenColAg

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Configuring the Collection Agency ECM	1
Basic or detailed.....	1
ASCII file data layout - basic	2
ASCII file data layout - detailed	3
Delimiters	3
Records.....	3
Example	11

Configuring the Collection Agency ECM

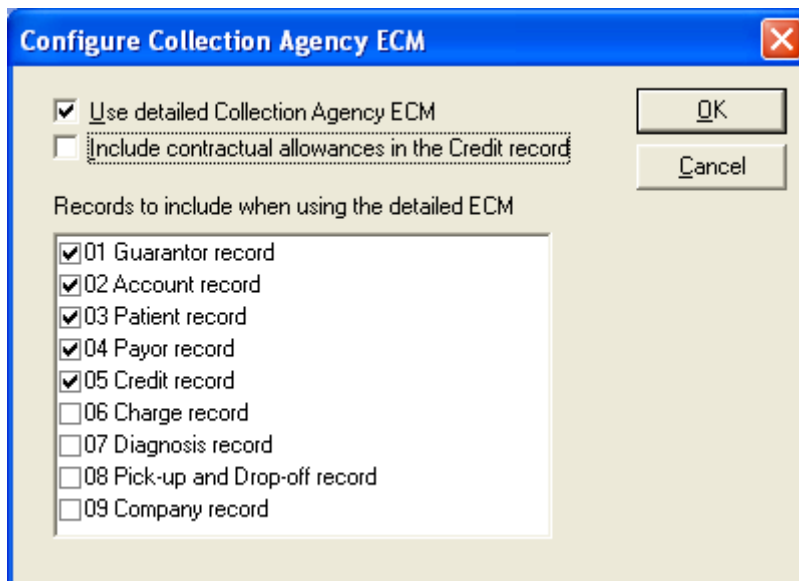
You can use the Collection Agency ECM to create an export file from RescueNet Billing for use by a collection agency. The export file is an ASCII file that can be transmitted via modem, email, BBS, or diskette to the collection agency.

You can generate either a basic or detailed set of data.

Basic or detailed

By default, this ECM generates a basic set of data

1. If you want to generate a detailed set of data, select the **Use detailed standard collection ECM** option.



2. To include contractual allowances in the calculation of the value in the Other Credits field on the output, select **Include contractual allowance in the Credit record**.
3. Select the records you want to have included on the output.

ASCII file data layout - basic

Record Length = 2,339 bytes. Each line is followed by a carriage return + line feed combination.

Field	Start	Length	Notes
Debtor Name	1	30	Responsible party. (Format) Last, First
Address	31	30	
Address 2	61	30	
Address 3	91	30	
City	121	15	
State	136	3	
Zip	139	9	No punctuation
Phone	148	10	No punctuation
Transport Reference #	158	20	Unique run number of the Trip (Format) YY-[run number]
Patient Name	178	30	Customer's name. (Format) Last, First
Date of Last Charge	208	8	(Format) MMDDYY only 6 used. This is also the Trip Date. Field is left justified.
Date of Last Payment	216	8	Field is left justified.
Amount Due › Assigned	224	9	(Format) 2 decimal places - zero filled. 000012300 = \$123.00
Date of Birth	233	8	(Format) MMDDYY only 6 used. (Debtor). Field is left justified.
SSN	241	9	(Debtor)
Blank	250	30	Always left blank
Employer	280	30	(Debtor)
Relation To Patient	310	30	Self, Spouse, Child, or Other
RFU (2000 characters)	340	2000	Reserved for Future Use

ASCII file data layout - detailed

Important! On 9/7/2005, a special forms update was released (for 3.80, special forms update version 3.8.0.1111 or later; for 3.70, special forms update version 3.7.3.632 or later). The update changes to the way pick-up and drop-off address information is output in record 08 of the detailed Collection Agency ECM.

Previously, the number of fields output in record 08 depended on whether the addresses include Apt/Ste/Rm address information. Now, if an address doesn't include Apt/Ste/Rm address information, that field will be output as blank. So the number of fields output in record 08 will always be 13.

You must inform your collection agency of this format change to ensure that they can successfully interpret address records you send using this new format.

Delimiters

Each field is delimited by an asterisk (*), including the last field of each record. Each record is delimited by a line feed.

Records

01	Guarantor Record	One per claim
02	Account Record	One per claim
03	Patient Record	One per claim
04	Payor Record	Zero, one, or multiple per claim
05	Credit Record	One per claim
06	Charge Record	One per charge
07	Diagnosis Record	One per complaint
08	Pick-up and Drop-off Record	One per claim
09	Company Record	One per claim

Field description	Value in RescueNet Billing
01 – Guarantor Record	
Record ID	Always “01”
Guarantor Last Name	The last name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.

Field description	Value in RescueNet Billing
Guarantor First Name	The first name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Middle Initial	The middle initial of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Street Address	The guarantor street address 1. Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 1.
Guarantor Street Address 2	The guarantor street address 2 (Apt, Suite, etc) Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 2.
Guarantor City	The guarantor city Source: Customer › Bill Patient type › Guarantor › Permanent or residence city.
Guarantor State	The guarantor state Source: Customer › Bill Patient type › Guarantor › Permanent or residence state.
Guarantor Zip Code	The guarantor ZIP Code Source: Customer › Bill Patient type › Guarantor › Permanent or residence ZIP Code.
Guarantor Phone Number	The guarantor phone number. Source: Customer › Bill Patient type › Guarantor › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Guarantor Date Of Birth	The guarantor date of birth. Source: Customer › Bill Patient type › Guarantor › Date of Birth. Format: MMDDCCYY.
Guarantor Social Security Number	The guarantor social security number. Source: Customer › Bill Patient type › Guarantor › Social Security Number Format: 999999999.

Field description	Value in RescueNet Billing
Guarantor Employer	The name of the guarantor's employer. Source: Customer › Bill Patient type › Guarantor › Employer Name.
Relationship of Patient to Guarantor	The relationship of the patient to the guarantor in the Bill Patient-type payor for the patient. Source: Customer › Bill Patient type › Guarantor relationship Format: 1 = Self; 2 = Spouse; 3 = Child; 4 = Other.
02 – Account Record	
Record ID	Always “02”
Account Number	The 2-digit year plus the run number. Format: YY99999999.
Amount Paid by Patient	The total amount of any Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Date of Payment by Patient (if applicable)	The date of the most recent payment from Amount Paid by Patient field, if applicable. Source: Trip › Credits › Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor › Deposit date Format: MMDDCCYY.
Date of Service	The trip date. Format: MMDDCCYY.
Total Charge	The total of all charges on all legs of the claim being sent to collection. Source: Trip › Charges › Total of all charges on all legs. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
03 - Patient Record	
Some of the information might be left blank if the guarantor's relationship to the patient is SELF.	
Record ID	Always “03”

Field description	Value in RescueNet Billing
Patient Last Name (only if relationship to patient is other than SELF)	Source: Customer › Last Name.
Patient First Name (only if relationship to patient is other than SELF)	Source: Customer › First Name.
Patient Middle Initial (only if relationship to patient is other than SELF)	Source: Customer › Middle Initial.
Patient Street Address (only if relationship to patient is other than SELF)	The customer street address 1. Source: Customer › Permanent or residence address 1.
Patient Street Address 2 (only if relationship to patient is other than SELF)	The customer street address 2 (Apt, Suite, etc). Source: Customer › Permanent or residence address 2.
Patient City (only if relationship to patient is other than SELF)	The customer city. Source: Customer › Permanent or residence city.
Patient State (only if relationship to patient is other than SELF)	The customer state. Source: Customer › Permanent or residence state.
Patient Zip Code (Only if relationship to patient is other than SELF)	The customer ZIP Code. Source: Customer › Permanent or residence ZIP Code.
Patient Phone Number (Only if relationship to patient is other than SELF)	The customer phone number. Source: Customer › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Patient Date of Birth (Only if relationship to patient is other than SELF)	Source: Customer › Date of Birth Format: MMDDCCYY.
Patient Social Security Number (Only if relationship to patient is other than SELF)	Source: Customer › Social Security Number. Format: 9999999999 (no dashes).

Field description	Value in RescueNet Billing
Deceased status of Patient	This field indicates whether the patient is deceased. Source: Customer › Deceased › Yes or No. Format: 0 = Not deceased; 1 = Deceased.
Deceased date	If the patient is deceased, then the date the patient deceased. Otherwise, left blank. Source: Customer › Deceased date.
04 – Payor Record The patient's payor information is output in this record. The details are output for every Medicare-, Medicaid-, or Insurance-type payor, in the order they appear in the customer's list of payors.	
Record ID	Always "04"
Payer Billing Description	Source: Customer › Payer › Billing Description.
Payer Address	Source: Customer › Payer › Address 1.
Payer City	Source: Customer › Payer › City.
Payer State	Source: Customer › Payer › State.
Payer Zip Code	Source: Customer › Payer › Zip Code.
Recipient ID	Source: Customer › Payer › ID number.
Recipient Group	Source: Customer › Payer › Group information.
Payment from this Payor	The total of all Payment-type (Credit As) credits on all legs of the trip that have been by this payor toward the claim being submitted. Source: Trip (all legs) › Payment credits for this payor.
Payment Date for Payment	If at least one payment was made by this payor, the most recent payment date (deposit date) is output. Otherwise, left blank. Source: Trip › Credits › Payment deposit date for most recent payment, if applicable. Format: MMDDCCYY.
05 – Credit Record This record contains additional credit information, including any credits with Credit as types of Revenue Adjustment or Write-off that have been applied to the trip.	
Record ID	Always "05"

Field description	Value in RescueNet Billing
Other Credits toward Balance	The total of all other Revenue Adjustment or Write-off credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Balance Due	The total of all charges on all legs minus all credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
06 – Charge Record	
An 06 record is output for each charge on the trip.	
Record ID	Always “06”
HCPCS Code	If there is an override HCPCS code associated with the charge at the charge level, it is output. Otherwise, if a default HCPCS code is associated with the charge at the trip level, it is output. Otherwise, an asterisk is output. Override HCPCS source: Call Taking › 3 - Billing tab › Charges › Edit › Override HCPCS. Default HCPCS source: Call Taking › 3- Billing tab › Charges › HCPCS.
HCPCS Description	The charge description is output. Source: Call Taking › 3 - Billing tab › Charges › Charge.
Amount	The gross amount of the charge (contractual allowance amounts or payments associated with the charge are NOT subtracted). Format: If amount is a whole dollar amount, the decimal point and decimal places are not output. Source: Call Taking › 3 - Billing tab › Charges › Price.
Quantity	The number of units associated with the charge. Source: Call Taking › 3 - Billing tab › Charges › Qty.
07 – Diagnosis Record	
An 07 record is output for each complaint on the trip; however, any duplicates are disregarded. For example, if the same complaint is added to both the A and B legs of a trip, it is only output once.	
Record ID	Always “07”

Field description	Value in RescueNet Billing
ICD-9 Code	The ICD-9 code for the complaint is output. If there is a decimal included in the ICD-9 code, it is included in the output. Source: Call Taking › 2 – Medical tab / Complaints / ICD-9
ICD9 Description	The description of the complaint. Source: Call Taking › 2 - Medical tab › Complaints.
08 – Pick-up and Drop-off Record	
Record ID	Always “08”
Pick-up Facility Name	If the pick-up facility is the customer’s residence, “Residence” is output. If the pick-up facility is the scene of an accident, an asterisk is output. Otherwise, the facility name is output. Source: Call Taking › 1 - Service tab › Pick-up › Facility.
Pick-up Facility Address	If the pick-up facility is the customer’s residence, an asterisk is output. The facility street address is output, followed by an asterisk. If there is an Apt., Suite, or Room associated with the facility’s address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output. Source: Call Taking › 1 - Service tab › Pick-up › Address, Apt, Ste, Rm.
Pick-up Facility City	If the pick-up facility is the customer’s residence or there is no city associated with the facility, an asterisk is output. Otherwise, the facility city is output. Source: Call Taking › 1 - Service tab › Pick-up › City.
Pick-up Facility State	If the pick-up facility is the customer’s residence, or there is no state associated with the facility, an asterisk is output. Otherwise, the facility state is output. Source: Call Taking › 1 - Service tab › Pick-up › State.

Field description	Value in RescueNet Billing
Pick-up Facility ZIP Code	<p>If the pick-up facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output.</p> <p>Otherwise, the facility ZIP Code is output.</p> <p>Source: Call Taking › 1 - Service tab › Pick-up › ZIP.</p>
Drop-off Facility Name	<p>If the drop-off facility is the customer's residence, "Residence" is output.</p> <p>If the drop-off is neither the customer's residence, nor a facility, an asterisk is output.</p> <p>Otherwise, the facility name is output.</p> <p>Source: Call Taking › 1 - Service tab › Drop-off › Facility.</p>
Drop-off Facility Address	<p>If the drop-off facility is the customer's residence, an asterisk is output.</p> <p>The facility street address is output, followed by an asterisk.</p> <p>If there is an Apt., Suite, or Room associated with the facility's address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output.</p> <p>Source: Call Taking › 1 - Service tab › Drop-off › Address, Apt, Ste, Rm.</p>
Drop-off Facility City	<p>If the drop-off facility is the customer's residence or there is no city associated with the facility, an asterisk is output.</p> <p>Otherwise, the facility city is output.</p> <p>Source: Call Taking › 1 - Service tab › Drop-off › City.</p>
Drop-off Facility State	<p>If the drop-off facility is the customer's residence, or there is no state associated with the facility, an asterisk is output.</p> <p>Otherwise, the facility state is output.</p> <p>Source: Call Taking › 1 - Service tab › Drop-off › State.</p>
Drop-off Facility Zip Code	<p>If the drop-off facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output.</p> <p>Otherwise, the facility ZIP Code is output.</p> <p>Source: Call Taking › 1 - Service tab › Drop-off › ZIP</p>

Field description	Value in RescueNet Billing
09 – Company Record	
Record ID	Always “09”
Company Name	Company name is output. Blank if company name is left blank. Source: Call Taking › 1 – Service tab › Company
Company Address Line 1	Address configured in Pay-to button or Edit company dialog in administration.
Company Address Line 2	Address configured in Pay-to button or Edit company dialog in administration.
Company City	City configured in Pay-to button or Edit company dialog in administration.
Company State	State configured in Pay-to button or Edit company dialog in administration.
Company ZIP	ZIP configured in Pay-to button or Edit company dialog in administration.
Company Phone Number	Phone number configured for company in administration.

Example

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01*Parsons*Casey**1800 38th Street*Suite 200*Boulder*CO*80301*3038010000*04181968*123456789*Pinpoint
Technologies*1*
02*019999999*600.95*12152001*12012001*1250*
03*****0**
04*Medicare*1215 Main Street**Boulder*CO*80301*12345*1234*125.05*12122001*
05*175.50*310.75*
06*A0123*BLS Base Rate*200.50*1*
06*A0456*BLS Mileage*50*5*
07*478.1*Nose Pain*
07*784.7*Nosebleed*
08*Residence****Boulder Community Hospital*2000 Broadway*Boulder*CO*80303
09*My Company*1 Main Street*Suite 100*Boulder*CO*80301*(303) 801-1000 Ext. 123*

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ATTACHMENT C

COLLECTION AGENCY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2017, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (herein after referred to as County, and _____ a _____ authorized to transact business in the State of Florida, whose address is _____ and whose Federal Identification Number is _____ (hereinafter referred to as Agency).

WITNESSETH:

WHEREAS, Agency is well qualified and experienced in providing collection services for past due accounts of the County's Emergency Medical Services Department; and

WHEREAS, Agency is willing to furnish such services; and

WHEREAS, the County recognizes that the collection of such past due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, it is in the best interest of the citizens of Escambia County that the County enter into this agreement for collection services provided by said agency.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct by the Parties and are hereby incorporated into this Agreement.
- 1.2 Administrator: Whenever the term Administrator is used herein it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The Administrator is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or his Designee.
- 1.3 Board of County Commissioners: The Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County Government.
- 1.4 The Clerk of the Circuit Court: The Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional office serving as Clerk of the Court and ex officio clerk to the Board of County Commissioners, auditor, recorder and custodian of all county funds.
- 1.5 County: Escambia County, a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 Office of Management and Budget: The Office of Management and Budget under the direction of the County Administrator.
- 1.7 "Participating Departments": Participating Departments refers to County departments or divisions authorized by the Administrator to refer accounts under this Agreement and the Clerk of the Circuit Court.

ARTICLE 2

Scope of Service

_____ ("Agency") agrees to provide the goods and services as set forth below:

- 3.1 Collection of Accounts:
 - (a) Agency shall serve as the collection agency on Emergency Medical Services Department (EMS) Department accounts referred by County.
 - (b) Agency may also serve as a collection agency on accounts referred by the Clerk of

the Circuit Court and other Non-Emergency Medical Services Department (EMS) accounts referred by the County Administrator or participating department heads.

- 3.2 Collection Activity and Techniques: Agency shall, upon receipt of an account from each participating department, immediately undertake to collect such account through all ethical and lawful means and must take action on all accounts, small as well as large. Agency shall not refuse any account County refers to Agency. However, Agency retains the responsibility of complying with all applicable local, state and federal laws and determining the applicability of such laws. Upon receipt of accounts, Agency shall provide an acknowledgment report, which shall include the placement date, account number, debtor's name, amount of debt, and applicable fee for collection.

Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference. Agency shall advise the County of its collection techniques, which reserves the right to approve such techniques. However, the responsibility of compliance with applicable laws shall remain with Agency.

Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

- 3.3 Timeline for Collection: Agency shall retain all accounts until the end of the current contract, unless specific accounts are requested to be returned to the County in writing. Notwithstanding the preceding guideline, the County retains the ability to remove the account provided County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.
- 3.4 Agency Collections: Agency will accept payments on all assigned accounts. Agency may not collect interest, service or carrying charges on any account unless otherwise instructed to do so in writing by the County. Agency may arrange payment schedules within the debtor's current income and ability to pay.
- 3.5 Payments Received: Agency shall deposit monies collected in an interest bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or participating departments as directed by County. A separate accounting for each department shall be provided to the Clerk of the Circuit Court and copied to such participating department and the Office of Management and Budget. Agency shall in turn receive its collection fee based on the amount received from the debtor and the applicable rate.
- 3.6 Invoices: On a monthly basis Agency will provide to each participating department an invoice for each client code, which shall be assigned to each participating department. Agency shall accompany invoices with a separate check made payable to County in a gross remittance fashion.
- 3.7 Reports: Agency shall use forms acceptable to County to report collection and status of accounts. Agency will provide upon request of County, a summary of account collection activity. Contractor shall acknowledge receipt of claims submitted by County no later than two business days from receipt via a Placement Summary report, which at a minimum shall contain the number of accounts and total dollar amount of the referral.
- 3.8 Quarterly Reports: No less than quarterly, Agency shall submit to the participating department, with copies to the Office of Budget and Management, a report including a list in last name sequence of all open accounts and the status of such accounts including payments, requested adjustments, skiptracing activities and results.
- 3.9 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to the participating departments, with copies to the Office of Management and Budget, a monthly report listing accounts alphabetically by last name or business name indicating all payments received since the previous monthly report, indicating accounts against which

collection efforts have commenced, recommending actions to be taken on problem collection accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month which is the subject of the report.

- 3.10 Yearly Reports: At the end of each contract period, Agency shall furnish an annual report to each participating department which summarizes the activity of their respective assigned accounts during the preceding year.

- 3.11 Quality Control: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) days of receipt by the Agency and the County will provide Agency a copy of any notice of complaint received by it within ten (10) days of receipt by the County Administrator. Within thirty (30) days of receipt of any complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future.

Upon request of the County Administrator, Agency shall remove any employee from the future collection of County referred accounts.

Agency agrees to maintain a quality assurance program for its employees which shall include, but not be limited to, periodic instruction in the lawful and ethical practices of account collection.

Additionally, Agency shall affirm that none of the Agency's Employees or Contractors are prohibited from doing business with the Centers for Medicare and Medicaid Services as evidence that they are routinely checked against the Office of Inspector Generals' List of Excluded Individuals and Entities database.

- 3.12 Uncollectible Accounts: Agency shall report each month to the participating departments all accounts which, after making every reasonable effort to collect, it deems uncollectible and such report shall contain a statement of the reasons why such items are considered to be uncollectible. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number on EMS accounts. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination as to whether or not the debt should be collectable through litigation, and so advise County. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

- 3.13 Minimum Activity: On each account, Agency will make the minimum effort set forth below:

- (a) Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) days of receipt of account, Agency shall attempt to call each debtor with a balance greater than \$25.00.
- (b) Every account without a valid address possessing a balance of \$25 or more will receive skiptracing efforts.
- (c) Agency shall determine collectibility on each account and continue activation with a letter series or phone calls, or advise County.
- (d) Agency shall monitor all contract payments initiated.

- 3.14 Collection Methods: An outline will be established as to the methodology of collection once a debtor is contacted. This methodology will include the telephone script to be utilized for court related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt fully so that this information can be utilized by our collection staff. Agency will advise County of the methodology of collection and adhere to County's input.

Agency shall be allowed to bill any insurance(s) determined for any referred account, other than Medicare Part B, Florida Medicaid or Alabama Medicaid. These accounts shall be returned to Escambia County EMS Office for appropriate insurance billing.

- 3.15 Suspension of Collection; Recall: Agency shall suspend collection efforts on any account referred for collection upon written notice to do so by County. Upon written notice, Agency shall return any referred account, without charge or penalty to County, except the fees earned prior thereto. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts assigned for collections to Agency.
- 3.16 Legal Action: Agency will initiate legal action upon request only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records and other documentation required for prosecution.

ARTICLE 4

Compensation and Method of Payment

- 4.1 Agency shall be compensated for its collection services as provided herein:
- (a) Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Department a sum equal to _____ percent (___%) of monies collected.
 - (b) Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to Thirty percent (30%) of monies actually collected by Agency.
 - (c) Early-out Patient Pay Collection: Agency agrees to accept as full payment for services rendered for the collection of Patient Pay accounts submitted, within 60 days from date of service, a sum equal to Ten (10%) of monies actually collected by Agency.
- 4.2 Payment of Fees: Agency shall receive its fees following transmittal to County of all monies collected in the manner provided in this agreement. County agrees to make its best effort to pay Agency its fee within thirty (30) calendar days of the documented transmittal.
- 4.3 Fees for Direct Payments: County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made in County's office or Agency's office.

The participating department will notify the contractor of any direct payments made as a result of Agency's efforts and will pay Agency the contractual rate for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as if the monies collected were transmitted at that time (see 4.2). The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.

ARTICLE 5

Changes and Amendments

- 5.1 Changes and Amendments: County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. For any revisions, which affect the scope of work, period of performance, payments, commissions, or any material terms or conditions included in this

Agreement, a negotiated modification to this Agreement shall be executed in writing by the authorized officials of County and Agency.

ARTICLE 6
Miscellaneous

- 6.1 Independent Contractor: Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency or as between participating Departments and Agency. Agency understands and agrees that all persons furnishing services to the Courts pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.
- 6.2 Validity: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- 6.3 Waiver: No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 6.4 Compliance with Laws: Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida and that in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations. Specific to Protected Healthcare Information (PHI) submitted between the County and Agency, the Agency shall comply with all HIPAA Laws and Regulations.
- 6.5 Entire Agreement: This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.
- 6.6 Confidentiality: All information not subject to a public records request acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.
- 6.7 Use of County Seal or Letterhead: Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.
- 6.8 Non-Assignable: Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.
- 6.9 Right to Terminate:
- (a) County reserves the right to terminate this Agreement immediately upon the failure of Agency to fulfill in a timely and proper manner its obligations under this contract, including but not limited to the violations of any state, federal or local laws and ordinances, upon written notice to Agency of such termination which shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In the event of a termination, Agency will return all accounts to County.
 - (b) County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement with respect to all or any portion of the

collection services (such total or partial termination being referred to hereinafter as a termination for convenience). County may exercise its right of termination for convenience by furnishing to Agency written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

- (c) County reserves the right to terminate this Agreement immediately pursuant to Chapter 1-9.5 of the Ordinances of Escambia County should the Agency engage in any employment or contractual relationship with any entity, which employment or contractual relationship would be adverse to the interests of Escambia County.

- 6.10 Notices: All Notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

COUNTY:

AGENCY:

County Administrator
221 Palafox Place
Pensacola, Florida 32502

- 6.11 Data Link Up: Agency shall establish a data hookup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received.

At its own expense, Agency shall provide, install and maintain a personal computer (PC) and modem for access to Agency's system. The PC will be placed at a location determined by the County Administration.

All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

- 6.12 Effective Date; Duration:

- (a) This Agreement shall begin on the date of approval by the Board of County Commissioners and continue in effect for a twelve (12) month period. This Agreement may be extended in whole or in part for one (1) year increments upon mutual consent of both parties. The parties may indicate their wish to extend this Agreement by giving written notice to the other party no later than thirty (30) days before the expiration of the Agreement's initial one-year (1) term.

- (b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer collection services to County.

- (c) Pursuant to the requirements of Florida law and Ordinance 96-36 of Escambia County, the County's performance and obligation to fund this Agreement shall be contingent upon a continued annual appropriation by the Escambia County Board of County Commissioners.

- 6.13 Records: Agency shall maintain records as provided below:

- (a) Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and

the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

- (b) Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.
 - (c) Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be either; (1) repaid forthwith by Agency to County by cash payment, or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.
- 6.14 Credit Reports: If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus, provided however, Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.
- 6.15 Attachment: Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.
- 6.16 Referral Discretionary: It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.
- 6.17 Construction: This Agreement is a result of lengthy negotiation between the parties hereto. The parties agree that any common law principle requiring that an ambiguous term be construed against the drafter shall not apply. Florida Law shall govern the rights between the parties.

ARTICLE 7

7.1 Hold Harmless and Indemnification:

- (a) Hold Harmless: Agency shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims suits, actions, damages, penalties, interest, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement by the Agency. The contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- (b) Indemnification: Agency agrees to pay on behalf of Escambia County, as well as

provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ARTICLE 8

Insurance Requirements

- 8.1 Standard Insurance Requirements and Certificates: This offer contained an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required:

The contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by the County, on policies and with insurers with an A.M. Best rating and financial rating guide, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractors(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to Michael Weaver, Department Director, Public Safety, 6575 N. "W" Street, Pensacola, FL 32505, prior to commencement of work hereunder. Certificates of Insurance must expressly evidence that the Contractor's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage(s) required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Contractor shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. Contractor shall maintain a professional liability insurance policy with One Million Dollars (\$1,000,000) minimum limits.

Business Auto Liability Coverage

Contractor shall maintain an automobile liability insurance policy with One Million Dollars (\$1,000,000), minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the contractor.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage(s). Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized County Administrator, authorized to execute same by Board action on the _____ day of _____
_____ 20____ and _____ by and through its President.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

Witness

Jack Brown, County Administrator

Witness

Date: _____

BCC APPROVED _____

AGENCY:

By: _____
President

ATTEST:

Corporate Secretary

(Corporate Seal)

ATTACHMENT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the agreement ("Contract") by and between Escambia County, Florida ("Covered Entity") and _____ ("Business Associate"), dated _____. This Agreement is effective as of _____ (the "Agreement Effective Date").

RECITALS

A. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA rules, Privacy, Security Rule, Breach Notification and Enforcement Rules, (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in Title 45, C.F.R., Part 160 and Part 164, and as contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

Section 1. Definitions

a. *Breach* shall have the meaning given to such term under the HITECH Act. See 42 U.S.C. §17921(1).

b. *Business Associate* shall have the meaning given to such term under the HIPAA Rules and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. *Agreement* shall mean the Business Associate Agreement entered into between the parties and required by the HIPAA Rules.

d. *Contract* shall mean the written contract between the parties for the providing of goods or services to Covered Entity by Business Associate.

e. *Covered Entity* shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 160.103.

f. *Data Aggregation* shall have the meaning given to such term under the

HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

g. *Designated Record Set* shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

h. *Electronic Protected Health Information* means Protected Health Information that is maintained in or transmitted by electronic media. See 45 C.F.R. §160.103.

i. *Electronic Health Record* shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921(5).

j. *Health Care Operations* shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

k. *HIPAA Rules* shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

l. *Protected Health Information or PHI* means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information. See 45 C.F.R. §§ 160.103 and 164.501.

m. *Protected Information* is PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf and shall be referred to as PHI throughout this agreement.

n. *Unsecured PHI* shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

o. *Security Incident* shall mean any accidental, malicious or natural act that: (i) Results in a Breach of any Covered Entity's data; (ii) Adversely impacts the functionality of Covered Entity's Network; (iii) Permits unauthorized access to Covered Entity's Network; (iv) Impacts the integrity of Covered Entity's files or databases including, but not limited to; (1) Interface failures; (2) Inadequate testing or change control procedures; or (3) Other failures which result in the deletion or unauthorized changes to an electronic database; (v) Involves the loss or loss of control of Covered Entity's owned or managed information technology resource; or (vi) Involves the use of Covered Entity's technology resources for illegal purposes or to launch attacks against other individuals or organizations.

Section 2. Obligations of Business Associate

a. Permitted Uses. Business Associate shall not use Protected Information

except for the purpose of performing Business Associate's obligations under the Contract and as permitted under the Contract and Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of HIPAA Rules or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. See 45 C.F.R. §§164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i).

b. Permitted Disclosures. Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Contract and as permitted under the Contract and Agreement. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. See 42 U.S.C. § 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii). Business Associate shall be authorized to de-identify health information in accordance with 45 C.F.R. § 164.514(a) through (c). The de-identified information shall not be used for purposes that are inconsistent with the HITECH Act or the HIPAA Rules.

c. Prohibited Uses and Disclosures. Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Contract.

d. Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.504(e)(2)(ii)(B). Business Associate shall comply with the policies and procedures and documentation requirements of

the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.316; 42 U.S.C. Section 17931. All PHI stored or maintained on portable electronic media (such as laptops, flash drives, PDAs, CDs, tapes, DVDs, etc.) shall be Secured. To the extent that Business Associate has agreed to perform any of Covered Entity's obligations under HIPAA Rules, Business Associate agrees to comply in all respects with all HIPAA Rules.

e. Reporting of Improper Access, Use or Disclosure. Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery. See 42 U.S.C. § 17921; 45 C.F.R. § 164.504(e)(2)(ii)(C); 45 C.F.R. § 164.308(b); and 45 C.F.R. § 164.410.

f. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, which create, receive, maintain or transmit Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by subparagraph d above with respect to Electronic PHI. See 45 C.F.R. § 164.502(e)(1)(ii)(D); and 45 C.F.R. § 164.308(b)(2). Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. See 45 C.F.R. §§ 164.5300 and 164.530(e)(1). To ensure compliance with the foregoing, Business Associate shall require its agents, including its subcontractors, to execute a Business Associate Agreement which complies with HIPAA, HITECH Act and HIPAA Rules.

g. Access to Protected Information. If Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524 and 45 C.F.R. Section 164.504(e)(2)(ii)(E). If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e). Should Business Associate receive a request for access directly from an individual, Business Associate shall forward the request to Covered Entity with the appropriate copy of the designated record set within ten (10) days of the request. Business Associate shall require its agents and subcontractors to comply with access requests in the same manner and time frame as Business Associate.

h. Amendment of PHI. If Business Associate maintains a designated record set on behalf of Covered Entity, then within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526 or take such other measures necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. If any

individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within ten (10) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity. See 45 C.F.R. § 164.504(e)(2)(ii)(F).

i. Accounting Rights. Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of receipt of the request, forward the request to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Section 2.b. of this Agreement. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528. The provisions of this subparagraph h. shall survive the termination of this Agreement.

j. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with HIPAA Rules. See 45 C.F.R. § 164.504(e)(2)(ii)(H). Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. See 42 U.S.C. § 17935(b); 45 C.F.R. § 164.514(d)(3). Business Associate understands and agrees that the definition of "minimum necessary" is subject to refinement and new interpretation and shall keep itself informed of those guidances issued by the Secretary as to what constitutes "minimum necessary."

l. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.

m. Business Associate's Insurance. Must be adequate to address insurable risks associated with Business Associate's use and disclosure of Protected Information under this Agreement.

n. Notification of Breach. During the term of the Contract, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations, and, in particular, 45 C.F.R. Section 164.410. Such notice shall be made to one or both of Covered Entity's Compliance and Security Officers or their designees by means of fax to (850) 471-6455 or by email to HIPAA@myescambia.com. For both Security Incidents and Breaches, Business Associate shall follow the security incident reporting and classification in the manner prescribed in Covered Entity's Policy #47, a copy of which is attached to this Agreement and incorporated by reference. Business Associate shall cooperate in good faith with Covered Entity in the investigation of any Breach or Security Incident. Following notification to Covered Entity of a Breach, Business Associate shall cooperate with Covered Entity in determining which entity shall provide any required Breach notification. If the parties agree that Business Associate shall provide any required Breach notification, Business Associate shall provide Covered Entity with documentation of Business Associate's actions, including documentation of the names and addresses of those to whom the notifications were provided.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Contract or Agreement, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the

subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights. Business Associate shall cooperate with the Secretary or Office of Civil Rights to enable Covered Entity or Secretary to determine compliance with HIPAA Rules.

p. Confidentiality. Business Associate shall cooperate with Covered Entity and its medical staff to preserve and protect the confidentiality of PHI accessed or used pursuant to the Contract and shall not disclose or testify about such information during or after the termination of the Contract, except as required by law.

Section 3. Termination

a. Material Breach. A breach by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. See 45 C.F.R. § 164.504(e)(2)(iii). However, Covered Entity shall have the option to do the following: Provide Business Associate an opportunity to cure the breach, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as and within the time specified by Covered Entity, or if the breach is not curable, Covered Entity may terminate its obligations to Business Associate, under the Contract, including, but not limited to, its future payment obligations and any obligations to provide information, materials, equipment or resources to Business Associate.

b. Judicial or Administrative Proceedings. Covered Entity may terminate the Contract, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Contract for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 entitled "Obligations of Business Associate" of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. See 45 C.F.R. § 164.504(e)(ii)(2)(I). If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

Section 4. Liability

Any limitation of liability provision in the Contract shall not be deemed to limit Business Associate's liability for damages related to a breach of Business Associate's obligations under the Contract or Agreement. To the extent this Section 5 conflicts with the Contract or any other agreement or document by and between the parties, this Section 5 supersedes

and amends the Contract and such other agreement or document.

Section 5. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HITECH Act, or HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

Section 6. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, HIPAA Rules and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, HIPAA Rules or other applicable laws. Covered Entity may terminate the Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

Section 7. Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Contract or Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as percipient witnesses regarding Business Associate's performance hereunder, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, HIPAA Rules or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Section 8. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Section 9. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in force and effect.

Section 10. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and HIPAA Rules.

Section 11. Prior Business Associate Agreements or Provisions

This Agreement supersedes and replaces any and all business associate contract language that the parties may have entered into, whether in one or more stand-alone documents or as provisions of other documents. As of the Agreement Effective Date, this Agreement includes all of the business associate contract language as between the parties.

Section 12. No Third Party Beneficiary

The provisions and covenants set forth in this Exhibit are expressly entered into only by and between Business Associate and Covered Entity, and are only for their benefit. Neither Business Associate nor Covered Entity intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party and no such third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Exhibit.

Section 13. Indemnification

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, liabilities, losses, damages, and expenses (including, but not limited to, reasonable attorneys fees) resulting from any claim, lawsuit, or proceeding brought by a third party against Covered Entity and arising from or related to a breach or alleged breach by Business Associate or Business Associate's agents of the obligations imposed by this Agreement. Business Associate's obligation to indemnify Covered Entity shall survive the expiration or termination of the Agreement.

Section 14. Mutual Drafting

The Parties agree that they are the mutual drafters of this Agreement. Accordingly, any rule of law, including, but not limited to, the legal doctrine of *contra proferentum*, or any judicial decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it, will have no application and is expressly waived by the Parties hereto.

Section 15. Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and that the Parties agree that venue for any state, or federal court action, or other proceeding relating to this matter, which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its duly authorized Privacy Officer, Thomas G. Turner, Director, Human Resources, and _____ through its duly authorized representative.

BOARD OF COUNTY COMMISSIONERS,
ESCAMBIA COUNTY, FLORIDA

By: Thomas G. Turner, Director, Human Resources

Date: _____

[Business Associate Legal Name]

By: _____, Its _____

Date: _____

**Section 47 SECURITY INCIDENT PROCEDURES:
RESPONSE AND REPORTING**

Overview

County will identify and respond to suspected or known security incidents; mitigate, to the extent practicable, harmful effects of security incidents that are known to County; and document security incidents and outcomes.

Procedure

A. Protocol

1. The Information Security Officer will develop procedures and processes to respond to security incidents affecting e-PHI. The Information Security Officer will define what incidents concerning e-PHI will require responses and what level of response is needed based on the findings of the Risk Analysis. *See Section 40, Risk Analysis.*

2. Information Security Officer will coordinate with appropriate Information Resources personnel to designate resources for incident response.

3. Whenever a security incident, such as a virus, worm, hoax email, notification from a Business Associate, discovery of hacking tools, or altered data, is suspected or confirmed, the incident must be reported. Incident response procedures for detection, reporting, documentation, and resolution will be followed. *See Section 43, Information System Activity Review.*

4. The Compliance and Security Officers will be responsible for the following:

- Notifying the Information Security Officer and other appropriate technicians within the IR department.
- Initiating the appropriate incident management response.
- Determining physical and electronic evidence to be gathered as part of the incident investigation.
- Monitoring that any damage from a security incident is repaired or mitigated and that the vulnerability is eliminated or minimized where possible.

- Initiating, completing, and documenting the incident investigation.
- Communicating any new issues or vulnerabilities to the system vendor or business associate and working with the vendor or business associate to eliminate or mitigate the vulnerability.
- All workforce members are responsible for reporting an incident to their immediate supervisor. The immediate supervisor is then responsible for reporting the incident to the following personnel:
 - Compliance and Security Officer
 - Information Security Officer
 - Local, State or Federal law officials as required by applicable statutes and/or regulations.

5. Designated workforce member(s), working with the Compliance and Security Officer and the Information Security Officer, will determine if a widespread County communication is required, the content of the communication, and how best to distribute the communication.

6. All workforce members shall cooperate in all respects with individuals charged with investigating, resolving, correcting and mitigating any security incident.

7. Workforce members will receive training on the incident reporting and response process.

8. Any workforce member found to have violated this policy will be subject to appropriate disciplinary action as defined in *Section 42, Sanction Policy*.

9. The Information Security Officer may review or audit these procedures. *See Section 49, Evaluation.*

B. Handling of Incident by Workforce

1. Log all security incidents: Logging of pertinent information (Dates and times, people contacted, systems involved) is critical, particularly in situations where criminal investigations may result. A written log should be kept for all security incidents that are under investigation.

2. Assess the severity of the compromise: If there is damage being inflicted on other systems (e.g., denial of service, attacks or corruption of data), web defacing, or a known root compromise, the compromise should be considered critical. *If the compromise is critical, the system should be disconnected from the network immediately and the Information Resources Department must be notified immediately!*

3. Make a backup of the system: This step takes a "snapshot" of the system as it is. This step is important for sanctions to be imposed or authorities notified, but is also necessary to be certain the attacker does not have an opportunity to remove evidence of his activities.

4. Run a hacker search program. This step may determine if the hacker left any programs or files on your system. If any programs or files are found, check the ownership of the file(s). If any are owned by the root account (or other root privileged accounts), you may have been critically compromised.

5. Check the logs for any suspicious activity: Logs that could be important:

a. UNIX:

Last logs recording all login connections including the originating address. Check the originating address and user combinations for users that should not be accessing your system. Pay close attention to the originating address listed for each user connection. If the originating address does not fall within your IP range, check with the user. If the user cannot account for the address, or activity related to that IP address, you may have identified a compromised account. You should check that user's directories for any malicious files that may have been left by a hacker. Look for "hidden" directories such as "...", "._", ".tcsh", etc.

b. Sulog: This log records every time the "su" command was used and by whom. Usually the "su" is from a user to root, but you may also see an "su" from one user to another. Check to see if users that shouldn't be switching to root have been successful in getting super user privileges.

c. System logs: Various logs files (depending on the operating system) including syslog (or SYSLOG), messages, mail info, and warnings. Look for any wrapper messages (if TCP wrappers has been installed) that indicate login attempts from unknown sources. Look in FTP logs if FTP

logging has been activated. Look for messages that may indicate a segmentation fault (this could indicate that a buffer overflow exploit may have occurred).

d. Web server logs: If you think you have been compromised by a CGI vulnerability, look for occurrences of "/etc/passwd" in your web server access log file. If you find any, check (usually) the first three digit number after "/etc/passwd". If it is "200", the CGI exploit was successful and the password file has been displayed in the hacker's web browser.

e. NT/2000:

- Event Viewer - contains system logs, security logs, and application logs. The event viewer can be found by going to Programs, Administrator Tools, and then Event Viewer. Suspicious Files: look for recently created *.dll, *.exe, and *.drv files and verify that they should have been created/updated.
- Web server logs: Review connections to RDS, FrontPage, Cold Fusion, and IIS sample files. Confirm that the connecting hosts are legitimate.

6. A compromised system should be physically disconnected from the network. The method of compromise must be determined. Reload the operating system including all applicable patches and upgrades. If this step is not done, you can never be certain that you have removed all possible files that the hacker may have left behind. At this point the root/Administrator password for both operating system and pertinent applications must be changed. The Security Information Officer is responsible for coordinating this effort. Reconnect the computer to the network. Continue to monitor logs to determine if the hacker is still trying to get in. Look for any symptoms that a new compromise may have occurred.

7. In the event a security breach has occurred, the workforce member must fill out the following information and submit to the appropriate Compliance and Security Officer.

Security Incident Report

1. Date and time of incident:	
2. System name/title:	
3. System number	
4. Responsible official for the system (name, telephone number, email address)	
5. System sensitivity level	
6. System category and Application Name (major application or general support)	
7. Hardware category (PC, LAN, WAN, minicomputer, mainframe, other)	
8. Operating system name & version	
9. System location (location, floor, area)	
10. Type of incident or violation (compromise of integrity, denial of service, misuses, damage, intrusions)	
11. Method of discovery and name, telephone number, and email address of individual making discovery	
12. What steps were taken to identify the source. List	

source (if known)	
13. Apparent effect	
14. Impact on operation, type of damage	
15. Severity, including hours devoted to recovery and any additional costs incurred	
16. Proliferation, other internal or external systems affected	
17. Action taken (was damage corrected, were fixes installed to prevent further attacks)	

18. Who was notified, including outside organizations	
19. Additional Comments	

Authority: HIPAA Standard and Implementation:
Security Incident Procedures: Response and Reporting – 45 CFR §
164.308(a)(6)(i) & (ii)