

AMENDMENT NO. 2
TERM CONTRACT NO. Y17-1109
FOR
COLLECTION AGENCY SERVICE FOR FIRE RESCUE
EFFECTIVE DATE: MARCH 2, 2021

The above contract is changed as follows:

- A. Increase line one by \$50,000. The estimated annual contract amount increased from \$126,222 to \$176,222.

All other prices, terms and conditions of the original contract remain the same.

Aargon Agency, Inc.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



Signature



Signature

Jim Marshall
Printed/Typed Name

Zulay Millan, CPPO, CPPB, FCCM
Assistant Manager , Procurement Division

VP
Title

Date: 3.3.21

03/03/2021
Date

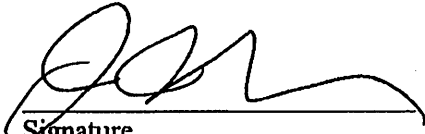
AMENDMENT NO. 1
TERM CONTRACT NO. Y17-1109
FOR
COLLECTION AGENCY SERVICE FOR FIRE RESCUE
EFFECTIVE DATE: AUGUST 1, 2018


The above contract is changed as follows:

- A. Correct the contract term from January 1, 2018 through December 31, 2020 to January 1, 2018 through December 31, 2021 to adhere to Special Terms and Conditions section 8A. CONTRACT TERM/RENEWAL, The contract resulting from this Invitation for Bids shall commence effective upon issuance of the term contract by the County and extend for a period of thirty-six (36) month(s).

All other prices, terms and conditions of the original contract remain the same.

Aargon Agency, Inc.



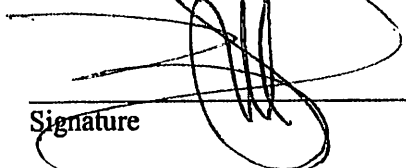
Signature


Printed/Typed Name
VP

Title
9/17/18

Date

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



Signature
Zulay Millan, CPPO, CPPB, FCCM
Administrator, Procurement Division
Date: 9/19/18



PROCUREMENT DIVISION

CARRIE WOODELL, MPA, CFCM, CPPO, C.P.M., CPPB, APP, Manager

400 E. South Street, 2nd Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393

407-836-5664 ■ Fax: 407-836-5899

**TERM CONTRACT NO. Y17-1109
Collection Agency Service for Fire Rescue**

TO: Aargon Agency, Inc.
8668 Spring Mountain Road
Las Vegas, Nevada 98117

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y17-1109-DG, Collection Agency Service for Fire Rescue – TERM CONTRACT**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **January 1, 2018**, and shall remain in effect through **December, 31, 2020**. The estimated contract award for this period is \$126,222.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

- A. Partial payments for the value of services rendered and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue Department
Financial Services
P. O. Box 5879
Winter Park, Florida 32793-5879
Phone (407) 836-9015

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.
6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY: 
Dorothy M. Gordon, CPPB
Procurement Division

DATE: 11/17/17

**BID RESPONSE FORM
IFB #Y17-1109-DG**

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of work/services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT ESTIMATED PRICE</u> x 3	<u>TOTAL BID</u>
1.	% of gross collection on account balances transferred (not litigated).	\$300,000	x <u>14</u> % = \$ <u>42000</u> x 3 =	= \$ <u>126000</u>
	Example: \$300,000 x 16% = \$48,000 x 3 = \$144,000			
2.	Price per successful locate of all mail return accounts that Fire Rescue requested assistance on, but are not referred for direct collection.	100 each	x \$ <u>.74</u> ea. x 3 =	\$ <u>222</u>

ESTIMATED TOTAL BID \$ 126222

Aargon Agency, Inc.

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than one (1) month After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Dorothy Gordon, Senior Purchasing Agent, at Dorothy.Gordon@ocfl.net

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Aargon Agency, Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 88-0354489 D-U-N-S® # 17-597-9335

8668 Spring Mountain Rd. Las Vegas

(Street No. or P.O. Box Number) (Street Name) (City)

Clark Nevada 89117

(County) (State) (Zip Code)

Contact Person: James Marshall

Phone Number: 702-292-9432 Fax Number: 702-220-7036

Email Address: James@Aargon.com

EMERGENCY CONTACT

Emergency Contact Person: Roy Erickson III

Telephone Number: 702-220-7037 Cell Phone Number: 908-432-7799

Residence Telephone Number: 702-220-7037 Email: Roy@Aargon.com

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.


Addendum No. 1, Date 6/28/2017 Addendum No. _____, Date _____

Addendum No. 2, Date 7/14/2017 Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Roy Erickson III	Director of Marketing	702-220-7037 Roy@Aargon.com
James Marshall	VP of Business Development	702-292-9432 James@Aargon.com



(Signature) 7/18/2017

(Date)

Director of Marketing

(Title)

Aargon Agency, Inc.

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: Nevada

Principal Place of Business (Florida Statute Chapter 607): Las Vegas/Clark/Nevada
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is 88-0354489

SCHEDULE OF SUBCONTRACTING

IFB NO. Y17-1109-DG

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Is the Sub-Contractor a Certified M/WBE with Orange County Government?	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted
N/A				

Company Name: Aargon Agency, Inc.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Aargon Agency, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Roy Erickson III

NAME (PRINT OR TYPE)

Director of Marketing

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y17-1109-DG

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y17-1109-DG, Collection Agency Services for Fire Rescue**, within the state of Florida.

NAME OF CONTRACTOR: Aargon Agency, Inc.

ADDRESS OF CONTRACTOR: 4511 N. Himes Ave. Ste. 170
Tampa, FL 33614

AUTHORIZED SIGNATURE: 

TITLE: Director of Marketing

DATE: 7/18/2017

June 28, 2017

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

IFB #Y17-1109-DG

**COLLECTION AGENCY SERVICES FOR FIRE RESCUE
TERM CONTRACT**

ADDENDUM NO. 1

This addendum is hereby incorporated into the bid documents of the solicitation referenced above. The following items are clarifications to the original document.

1. **QUESTION:** Please confirm the due date for this procurement is 7/20/2017?

ANSWER: Yes, the sealed bid offers in an original and three (3) copies for furnishing the above will be accepted up to 2:00 PM, Thursday, July 20, 2017.

2. **QUESTION:** To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

ANSWER: There's no bearing on award per proposed location or headquarters of bidder, but please review General Terms and Conditions, Item 13, Reciprocal Preference.

3. **QUESTION:** Please describe your level of satisfaction with your current vendor(s), if applicable.

ANSWER: We are currently satisfied with the current vendor.

4. **QUESTION:** What collection attempts are performed or will be performed internally prior to placement?

ANSWER: The vast majority of the invoices are for EMS Transport. It's normal transport billing to either patients and/or insurance carriers. This is handled by a 3rd party billing company.

5. **QUESTION:** What is the total dollar value of accounts available for placement now by category, including any backlog?

ANSWER: The placement will occur once a new contract is in place. There is no current backlog. The current vendor will continue through the end of the current contract period.

6. **QUESTION:** What is the total number of accounts available for placement now by category, including any backlog?

ANSWER: The placement will occur once a new contract is in place. There is no current backlog. The current vendor will continue through the end of the current contract period.

7. **QUESTION:** What is the average balance of accounts by category?

ANSWER: The average balance sent to collection could vary from \$100 copay that goes unpaid by a patient to \$800 bill that goes unpaid in its entirety. The average value is approximately \$500.

8. **QUESTION:** What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?

ANSWER: Usually accounts are 12 months or older, since our 3rd party billing company tries to obtain the funds within the first 12 months. Again, usually the account has about 8 to 12 months of no-activity before the file gets sent to collections.

9. **QUESTION:** What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?

ANSWER: Monthly average 485 accounts.

10. **QUESTION:** What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?

ANSWER: Monthly average valued at \$250,000.

11. **QUESTION:** What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?

ANSWER: The rate of return is usually between 3% to 5% of funds sent to collections.

12. **QUESTION:** If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

ANSWER: No.

13. **QUESTION:** What computer software system do you use to manage your accounts/inventory?

ANSWER: Vast majority are handled by a 3rd party billing company. The other non-EMS accounts are handled in-house by accounting software (i.e., QuickBooks).

14. **QUESTION:** Do you have any plans of changing that system in the future, and why/why not?

ANSWER: No. We are ok with our system setup for 3rd party EMS billing and have absolutely no plans to change it.

15. **QUESTION:** Do you subscribe to any offset programs?

ANSWER: No.

16. **QUESTION:** Who is your current billing vendor?

ANSWER: Our current EMS billing vendor is Intermedix (3rd party contracted company).

17. **QUESTION:** Who is your current delinquent account vendor?

ANSWER: Penn Credit Corporation

18. **QUESTION:** What is the current cost of collection services in dollars and percent?

ANSWER: We currently pay 16% for all funds collected via collection agency. The dollars will vary depending on how much is collected.

19. **QUESTION:** Why are you currently going out to bid?

ANSWER: Because there are no more renewals available for the current contract of Y12-1073.

20. **QUESTION:** What is the anticipated start date for this contract?

ANSWER: January 14, 2018.

21. **QUESTION:** What was the estimated number of on-going accounts placed, and the dollar value of those accounts?

ANSWER: The previous fiscal year number of accounts was approximately 7,567 with a total dollar value of \$4,217,958.

22. **QUESTION:** What is the estimated number of on-going accounts placed, and the dollar value of those accounts?

ANSWER: On average, we place 485 accounts monthly and the value of those accounts is approximately \$250,000.

23. **QUESTION:** What is the dollar amount of backlogged accounts?

ANSWER: The placement will occur once a new contract is in place. There is no current backlog. The current vendor will continue through the end of the current contract period.

24. **QUESTION:** What is the average account balance?

ANSWER: The average balance sent to collection could vary from \$100 copay that goes unpaid by a patient to \$800 bill that goes unpaid in its entirety. The average value could be approximately \$500.

25. **QUESTION:** What are your evaluation criteria? What is the percentage weighting for each evaluation criterion?

ANSWER: This solicitation does not have evaluation criteria nor does it have percentage weighting for each evaluation criterion. This is an Invitation for Bids solicitation.

26. **QUESTION:** Would it be acceptable to submit an additional copy of our proposal that is redacted (confidential information already blacked out) for Open Records requests?

ANSWER: Please see General Terms and Conditions, Provision 37, Confidential Information. If your information is protected under state law, please provide a redacted copy with your bid submittal.

All other terms and conditions remain unchanged.

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.

b. Receipt acknowledged by:



Authorized Signer

7/17/2017

Date Signed

Director of Marketing

Title

Aargon Agency, Inc.

Name of Bidder

July 14, 2017

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

**IFB Y17-1109-DG
COLLECTION AGENCY SERVICES FOR FIRE RESCUE
TERM CONTRACT**

ADDENDUM NO. 2

This addendum is hereby incorporated into the bid documents of the solicitation referenced above. The following items are clarifications to the original document.

1. **QUESTION:** Page 11 & 12, General Terms and Conditions, Item 37. Confidential Information states: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. If a Bidder fails to cite the applicable exempting law, we will treat the information as public. Can Orange County please clarify if we can or should include a copy of our response with confidential and/or proprietary information redacted?

ANSWER: Please see General Terms and Conditions, Provision 37, Confidential Information. If your information is protected under Federal, state, or local law, please provide a redacted copy with your bid submittal. Bidders must cite the specific exempting legislation in order for the county to treat the information as confidential.

2. **QUESTION:** Scope of Work/Services, Page 27, Payment Provisions, reads:

The payment provisions as specified on the Bid Proposal Form shall be as follows:

1. The Contractor shall receive a percentage of the gross amounts collected on old and new account balances referred by the OCFRD that do not go to litigation. Payment for the fee will be made on a monthly basis via a county delivery order issued by County. Contractor will issue a monthly remittance report and statement along with an invoice for the amount owed to Contractor.

Can Orange County please clarify if they require all gross collected funds to be remitted by the agency each month, or is the agency expected to withhold their contingency fee and remit the net difference back to Orange County? i.e. – is this a gross remit or net remit contract?

ANSWER: All gross collected funds are to be remitted by the agency each month, and then the County will pay the agency the appropriate fee. So this is a gross remit contract.

3. **QUESTION:** Scope of Work/Services, Page 27, Payment Provisions, reads:

The payment provisions as specified on the Bid Proposal Form shall be as follows:

2. The Contractor will provide locate services to the County for a fee per successful locate of all mail return accounts the County requests assistance on, that are not referred for direct collection. Payment for the fee will be made via a county delivery order on a monthly basis. Contractor will issue a monthly remittance report and statement along with an invoice for the amount owed to Contractor.

Is the current incumbent agency also receiving data to conduct locate services only? If yes, what has been the historical performance of the following:

- a. How many locate accounts have been placed weekly, monthly or quarterly by Orange County?
- b. What percentage (%) of these accounts were successfully found to have new information for locate services?
- c. What is the current incumbent being paid per locate or per 100 locates?

ANSWER: Locate Services is not a primary focus of this contract. The estimate is only 100 per fiscal year. If this service is used, it's estimated to be at most, 8 per month. Current contract is \$1 per successful locate.

4. **QUESTION:** Scope of Work/Services, Page 23, Item #18C, reads:

The Contractor shall provide for immediate telephone contact with the Collection/Project Management during County business hours of 7:00 AM to 6:00 PM.

What kind of support are you seeking from 7:00 AM to 6:00 PM?

ANSWER: The support is intended to pull accounts from collections, place accounts quickly, obtain information on a particular account, obtain an updated report, fix a problem on a report, etc. It would be the type of support you would give your contracting agency.

5. **QUESTION:** Is there more than one category of accounts?

ANSWER: There is one major category of accounts (i.e., Transport) but there are other categories that could also be sent, and each type of account should be grouped separately. There are probably 3 to 4 different categories (with EMS Transports being 99% of all activity).

6. **QUESTION:** If yes, what is the average balance of account type by category?

ANSWER: The average balance sent to collection could vary from \$100 copay that goes unpaid by a patient to \$800 bill that goes unpaid in its entirety. The average value could be approximately \$500.

7. **QUESTION:** What is the anticipated or expected rate of return for collections placed as a result of this procurement?

ANSWER: The rate of return is usually between 3% to 5% of funds sent to collections.

8. **QUESTION:** To what extent will the location of the bidder's call center and/or corporate headquarters have a bearing on any award(s)?

ANSWER: None. Please review General Terms and Conditions, Page 5, Item 13, Reciprocal Preference.

9. **QUESTION:** Does Orange County add any late fees or other penalties to a principle balance at any stage of delinquency prior to placement for collection?

ANSWER: No.

10. **QUESTION:** Does Orange County intend for collections fees to be added to each account?

ANSWER: No.

11. **QUESTION:** If the answer to question is yes, will Orange County add the collection fees to each account before they are placed with an agency or after they are placed with an agency?

ANSWER: No.

12. **QUESTION:** Does Orange County intend to charge interest to account balances that are delinquent and placed for collections?

ANSWER: No.

13. **QUESTION:** What level of internal efforts and collection attempts is conducted by Orange County before accounts are placed out for collections? Can you please describe what those attempts include? (i.e. how many calls, how many letters or invoices, etc.).

ANSWER: Usually accounts are twelve (12) months or older since, since our 3rd party billing company tries to obtain the funds within the first twelve (12) months. Again, usually the account has about 8 to 12 months of no activity before the file gets sent to collections. It's what a usual company does in trying to obtain funds, via phone calls, invoices, statements, etc.

14. **QUESTION:** Does Orange County report these accounts to the credit bureaus internally?

ANSWER: No, credit bureau reporting is done by the collection agency.

15. **QUESTION:** In the event an agency has been actively working an account and a debtor who has been contacted by a collection agency pays Orange County directly for any reason (what we call a direct pay); how does Orange County intend to report those payments to the agency and pay the agreed upon fee?

ANSWER: There is constant communication between Orange County and the collection agency. This is part of the reconciliation that occurs on a monthly basis. So yes, Orange County would inform the collection agency that an account that was already placed on collection and direct pay was received, etc. The collection agency would receive the appropriate agreed upon fee.

All other terms and conditions remain unchanged.

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7/17/2017

Date Signed

Director of Marketing

Title

Aargon Agency, Inc.

Name of Bidder

July 14, 2017

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

**IFB Y17-1109-DG
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ANSWER: Please see General Terms and Conditions, Provision 37, Confidential Information. If your information is protected under Federal, state, or local law, please provide a redacted copy with your bid submittal. Bidders must cite the specific exempting legislation in order for the county to treat the information as confidential.

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7. **QUESTION:** What is the anticipated or expected rate of return for collections placed as a result of this procurement?

ANSWER: The rate of return is usually between 3% to 5% of funds sent to collections.

8. **QUESTION:** To what extent will the location of the bidder's call center and/or corporate headquarters have a bearing on any award(s)?

ANSWER: None. Please review General Terms and Conditions, Page 5, Item 13, Reciprocal Preference.

9. **QUESTION:** Does Orange County add any late fees or other penalties to a principle balance at any stage of delinquency prior to placement for collection?

ANSWER: No.

10. **QUESTION:** Does Orange County intend for collections fees to be added to each account?

ANSWER: No.

11. **QUESTION:** If the answer to question is yes, will Orange County add the collection fees to each account before they are placed with an agency or after they are placed with an agency?

ANSWER: No.

12. **QUESTION:** Does Orange County intend to charge interest to account balances that are delinquent and placed for collections?

ANSWER: No.

13. **QUESTION:** What level of internal efforts and collection attempts is conducted by Orange County before accounts are placed out for collections? Can you please describe what those attempts include? (i.e. how many calls, how many letters or invoices, etc.).

ANSWER: Usually accounts are twelve (12) months or older since, since our 3rd party billing company tries to obtain the funds within the first twelve (12) months. Again, usually the account has about 8 to 12 months of no activity before the file gets sent to collections. It's what a usual company does in trying to obtain funds, via phone calls, invoices, statements, etc.

14. **QUESTION:** Does Orange County report these accounts to the credit bureaus internally?

ANSWER: No, credit bureau reporting is done by the collection agency.

15. **QUESTION:** In the event an agency has been actively working an account and a debtor who has been contacted by a collection agency pays Orange County directly for any reason (what we call a direct pay); how does Orange County intend to report those payments to the agency and pay the agreed upon fee?

ANSWER: There is constant communication between Orange County and the collection agency. This is part of the reconciliation that occurs on a monthly basis. So yes, Orange County would inform the collection agency that an account that was already placed on collection and direct pay was received, etc. The collection agency would receive the appropriate agreed upon fee.

All other terms and conditions remain unchanged.

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.

b. Receipt acknowledged by:

Authorized Signer

Date Signed

Title

Name of Bidder

June 28, 2017

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

IFB #Y17-1109-DG

**COLLECTION AGENCY SERVICES FOR FIRE RESCUE
TERM CONTRACT**

ADDENDUM NO. 1

This addendum is hereby incorporated into the bid documents of the solicitation referenced above. The following items are clarifications to the original document.

1. **QUESTION:** Please confirm the due date for this procurement is 7/20/2017?

ANSWER: Yes, the sealed bid offers in an original and three (3) copies for furnishing the above will be accepted up to 2:00 PM, Thursday, July 20, 2017.

2. **QUESTION:** To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

ANSWER: There's no bearing on award per proposed location or headquarters of bidder, but please review General Terms and Conditions, Item 13, Reciprocal Preference.

3. **QUESTION:** Please describe your level of satisfaction with your current vendor(s), if applicable.

ANSWER: We are currently satisfied with the current vendor.

4. **QUESTION:** What collection attempts are performed or will be performed internally prior to placement?

ANSWER: The vast majority of the invoices are for EMS Transport. It's normal transport billing to either patients and/or insurance carriers. This is handled by a 3rd party billing company.

5. **QUESTION:** What is the total dollar value of accounts available for placement now by category, including any backlog?

ANSWER: The placement will occur once a new contract is in place. There is no current backlog. The current vendor will continue through the end of the current contract period.

6. **QUESTION:** What is the total number of accounts available for placement now by category, including any backlog?

ANSWER: The placement will occur once a new contract is in place. There is no current backlog. The current vendor will continue through the end of the current contract period.

7. **QUESTION:** What is the average balance of accounts by category?

ANSWER: The average balance sent to collection could vary from \$100 copay that goes unpaid by a patient to \$800 bill that goes unpaid in its entirety. The average value is approximately \$500.

8. **QUESTION:** What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?

ANSWER: Usually accounts are 12 months or older, since our 3rd party billing company tries to obtain the funds within the first 12 months. Again, usually the account has about 8 to 12 months of no-activity before the file gets sent to collections.

9. **QUESTION:** What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?

ANSWER: Monthly average 485 accounts.

10. **QUESTION:** What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?

ANSWER: Monthly average valued at \$250,000.

11. **QUESTION:** What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?

ANSWER: The rate of return is usually between 3% to 5% of funds sent to collections.

12. **QUESTION:** If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

ANSWER: No.

13. **QUESTION:** What computer software system do you use to manage your accounts/inventory?

ANSWER: Vast majority are handled by a 3rd party billing company. The other non-EMS accounts are handled in-house by accounting software (i.e., QuickBooks).

14. **QUESTION:** Do you have any plans of changing that system in the future, and why/why not?

ANSWER: No. We are ok with our system setup for 3rd party EMS billing and have absolutely no plans to change it.

15. **QUESTION:** Do you subscribe to any offset programs?

ANSWER: No.

16. **QUESTION:** Who is your current billing vendor?

ANSWER: Our current EMS billing vendor is Intermedix (3rd party contracted company).

17. **QUESTION:** Who is your current delinquent account vendor?

ANSWER: Penn Credit Corporation

18. **QUESTION:** What is the current cost of collection services in dollars and percent?

ANSWER: We currently pay 16% for all funds collected via collection agency. The dollars will vary depending on how much is collected.

19. **QUESTION:** Why are you currently going out to bid?

ANSWER: Because there are no more renewals available for the current contract of Y12-1073.

20. **QUESTION:** What is the anticipated start date for this contract?

ANSWER: January 14, 2018.

21. **QUESTION:** What was the estimated number of on-going accounts placed, and the dollar value of those accounts?

ANSWER: The previous fiscal year number of accounts was approximately 7,567 with a total dollar value of \$4,217,958.

22. **QUESTION:** What is the estimated number of on-going accounts placed, and the dollar value of those accounts?

ANSWER: On average, we place 485 accounts monthly and the value of those accounts is approximately \$250,000.

23. **QUESTION:** What is the dollar amount of backlogged accounts?

ANSWER: The placement will occur once a new contract is in place. There is no current backlog. The current vendor will continue through the end of the current contract period.

24. **QUESTION:** What is the average account balance?

ANSWER: The average balance sent to collection could vary from \$100 copay that goes unpaid by a patient to \$800 bill that goes unpaid in its entirety. The average value could be approximately \$500.

25. **QUESTION:** What are your evaluation criteria? What is the percentage weighting for each evaluation criterion?

ANSWER: This solicitation does not have evaluation criteria nor does it have percentage weighting for each evaluation criterion. This is an Invitation for Bids solicitation.

26. **QUESTION:** Would it be acceptable to submit an additional copy of our proposal that is redacted (confidential information already blacked out) for Open Records requests?

ANSWER: Please see General Terms and Conditions, Provision 37, Confidential Information. If your information is protected under state law, please provide a redacted copy with your bid submittal.

All other terms and conditions remain unchanged.

ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.
- b. Receipt acknowledged by:

Authorized Signer

Date Signed

Title

Name of Bidder

Issue Date: June 21, 2017

INVITATION FOR BIDS #Y17-1109-DG

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**COLLECTION AGENCY SERVICES FOR FIRE RESCUE
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, July 20, 2017**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Dorothy Gordon, Senior Purchasing Agent at Dorothy.Gordon@ocfl.net.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Dorothy.Gordon@ocfl.net, no later than 5:00 PM Wednesday, July 12, 2017 to the attention of Dorothy Gordon, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

4. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. **NO BID**

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

6. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

7. **LEGAL REQUIREMENTS**

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

8. **MISTAKES**

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. **AVAILABILITY OF FUNDS**

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

10. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

11. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>, or upon notice of intended action, whichever is sooner.

12. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

13. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

1. **Effective July 1, 2015 the reciprocal local preference will not apply to 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.**
2. **If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

14. **POSTING OF RECOMMENDED AWARD AND PROTESTS**

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

15. **BID AND RELATED COSTS**

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

16. **CONTRACTUAL AGREEMENT**

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

17. **PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

18. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

19. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

20. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

21. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

22. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

23. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

24. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

25. ASSISTANCE WITH SCOPE OF WORK/SERVICES

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

26. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

27. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the

County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

28. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

29. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet prior to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

30. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

31. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

32. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

33. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

34. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

35. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

36. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:
<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

37. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained

in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

38. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

39. PUBLIC RECORDS COMPLIANCE

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid tabbed with letters A - I:

- A. List a minimum of three (3) references from clients similar in scope and magnitude for whom governmental or utility delinquent debt collections have been performed with dates of contract, names, addresses, email addresses, telephone numbers and contact person by completing the attached reference sheets.
- B. Documentation demonstrating that the Bidder has been in the collection business for a minimum of five (5) years under the same company name and ownership.
- C. Documentation demonstrating that the Bidder has the ability to report all assigned debts on behalf of Orange County to a minimum of three national available credit history reporting databases, Equifax, TRW, and TransUnion at no additional cost to the County.
- D. Documentation demonstrating that the Bidder is a member of the American Collectors Association. Advise of any membership or affiliation with any national, regional or state collection associations or organizations such as the American Collectors Association and provide evidence of such membership or affiliation.
- E. An outline of the experience and qualifications of the agency including resumes of the ownership, management and key personnel who will perform the services required herein, demonstrating that each member of the assigned personnel has at least two-years of experience in the collections industry.
- F. Provide your company's data disaster recovery plan.
- G. Documentation of the agency's average recovery rate for the past two (2) years.
- H. Describe the agency's method of collection and provide examples of collection notices and/or mailers currently used. Include examples used for government collections.
- I. Disclosure of any lawsuits, bankruptcy actions, claims or challenges the bidding agency, or its ownership, has been a party to currently or within the last five (5) years.

As a collection agency in the State of Florida the Contractor shall be subject to Florida Commercial Collection Practices Act and the Fair Debt Collection Practices Act and possess all licenses required to perform this service.

Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

2. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

3. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

4. AWARD

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder. If the Bidder fails to respond, they will be considered non-responsive.

5. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **one (1)** month from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **two (2)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

6. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards.
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract.
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

7. PAYMENT

Partial payments for the value of services rendered and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue Department
Financial Services
P. O. Box 5879
Winter Park, Florida 32793-5879
Phone (407) 836-9015

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

8. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of thirty-six (36) month(s). The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

9. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

10. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

11. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Purchasing and Contracts Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

12. ATTACHMENTS

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

- A. Irrevocable Letter of Credit (ILC)
- B. Business Associate Agreement

13. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

14. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

15. BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement as Attachment B shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

SCOPE OF WORK/SERVICES

The Contractor contract will perform legal collection services for Orange County on certain accounts, under the guidance of the Fair Debt Collection Practices Act (FDCPA), which have gone unpaid.

Contractor shall provide an Irrevocable Line of Credit (ILC) equal to \$15,000 prior to contract execution. See Attached Solicitation Provision. The ILC must be issued by a federally insured institution located in the State of Florida with a rating of AAA or higher by Barnes Financial Reports. To this end the following web sites should be accessed:

1. www.fdic.gov - This site provides lists of institutions insured by the federal government.
2. www.baverfinancial.com - This site provides ratings for financial institutions.

The Orange County Fire Rescue Department provides billable services for patient emergency transports, Hazardous Materials Services, False Alarm Fees, Fire Watch Fees, Permit and Fire Inspection Services, Employment Agreements and any other fees designated and approved by the Orange County Board of County Commissioners.

1. Orange County will assign to the Contractor for collection certain accounts (hereafter "Bad Debt accounts") that are true, correct, due, and unpaid.
2. Contractor shall have full authority to perform all legal acts necessary to affect the collection of accounts (the "Collection Services"), and in furtherance thereof is authorized as follows:
 - A) To receive payments made on the accounts, payable to the Contractor;
 - B) To arrange for payments by the debtor under such terms as the Contractor deems appropriate for any account;
 - C) To place information regarding the accounts with one or more credit bureaus;
 - D) To make every effort to locate and correct any billing addresses on "return mail" received to assure debtor/guarantors are in receipt of the collection actions being taken to obtain payment.
3. Accounts shall remain with the Contractor until such time as the account is paid in full.
 - A) The County or its designee will turn new accounts over to the Contractor when the account is deemed as bad debt.
4. The Contractor shall perform collection services for any account referred by the County without regard to the amount of the debt.
5. The contractor shall stop all collection activity immediately when notified to cancel accounts. The County reserves the right to re-evaluate, adjust, cancel, or recall any account assigned for collection to the contractor with or without cause.

6. The Contractor shall not refer any account to any attorney for action, file a lawsuit, place a lien on property, refer any account to another Contractor, or take any other legal action against the debtor on behalf of the County without written approval by the County.
7. All copying, faxing, postal costs, etc. of any kind are to be provided by the Contractor and reflected inclusively in the bid amounts. The sole compensation to the contractor shall be at the rates specified in the contract.
8. The contractor shall be responsible for contacting the sender of monies when there is insufficient information to identify the case for which payment is sent.
9. The Contractor shall be responsible for collecting on any dishonored items received and processed. All checks must clear the bank before the Contractor sends the monthly payment to the County, as specified under the payment provisions. As a collection agent for the County, the Contractor may collect the service fee for any dishonored check, authorized by Florida Statute 125.0105, Service fee for dishonored check.
10. The Contractor shall inform customers to make remittance to be collected by the Contractor payable to the Contractor. Contractor may take credit card payments. There shall be no additional charges to the County for credit card payments accepted by the Contractor.
11. The Contractor shall be fully responsible for all work performed under the contract.
12. Unless otherwise required by the Florida Sunshine law, all information acquired by the Contractor in the course of performing services shall be confidential, and shall not be open to examination by the public for any purpose without prior approval from the County. The Contractor shall maintain off-site backup storage of Orange County files and records that is secure from environmental and other hazards. All information provided to the Contractor is to be used solely for the purpose of collection of those accounts. The Contractor shall be required to assume responsibility for the safety and security of all records provided by the County. All information must be securely stored in a manner to prevent access by unauthorized persons.
13. Unless prohibited by applicable law, the County retains all rights to all data, reports, programs, designs and other results of the contract. The County reserves first publication rights to any products of this contract and the County may place the products in the public domain without permission of the Contractor. Nothing herein shall be construed to limit the application of Florida Statutes, Chapter 119, the Public Records Act, by the Contractor to the materials produced in connection with the contract. Failure by the Contractor to abide by provisions of Public Records Laws may result in termination of the contract.
14. There will be no charge to the County if the Contractor is unable to recover monies on accounts assigned. No adjustment to the fee will be made during the term of the contract.

15. All usual and customary costs incurred as a result of collecting accounts shall be the sole responsibility of the Contractor. Any costs of automation equipment, installation of data lines, printing, postage and equipment costs, etc. will be borne by the Contractor.
16. The Contractor shall not add a charge of any kind to an assigned account except for the aforementioned bad check charges in accordance with Paragraph 9 of the Scope of Services.
17. If the contract is terminated or expires, all accounts will be returned to the referring office/department regardless of payments made on account or arrangements made. Any fee due at such time will be paid by the County.
18. Contractor/County.
 - A) Contractor's staff shall work with Orange County Fire Rescue staff to facilitate transmission of pertinent information between the County and Contractor. At inception, and throughout the contract period, some data may be delivered by hard copy, electronic or disk, depending on the capability of the software and programs between the County and the contractor.
 - B) The Contractor shall designate a Collection/Project Manager who will have responsibility for the Contractor's performance and will be directly responsible for coordinating efforts with Orange County Fire Rescue.
 - C) The Contractor shall provide for immediate telephone contact with the Collection/Project Management during County Business hours of 7:00 AM to 6:00 PM.
 - D) A written response shall be provided to all complaints received by the County of any alleged action taken by the Contractor and/or its agents. The response shall be provided by the Collection/Project Manager and shall be received by Orange County Fire Rescue within a reasonable time the request is sent to the Contractor. The response shall address all questions and statements made by Orange County Fire Rescue concerning the alleged actions.
 - E) Orange County personnel shall have the right to visit the office of the Contractor and/or its agents periodically for inspection of the facilities and operation used in the performance of any work under this contract.
 - F) The Contractor, at the request of the County, may be asked to attend meetings in person to improve the collection of delinquent debt.
19. Personnel shall be competent, qualified and experienced to assure an aggressive, vigorous collection effort with a substantial likelihood of success.
20. Contractor shall have bilingual capability in Spanish and English.
21. Contractor shall have the capability to affect collections in all 50 states, U.S. territories or commonwealths, Caribbean nations and Canada. Contractor shall meet interstate collections requirements, which may include being certified, insured, licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.

22. The Contractor shall not settle any account for less than the full amount owed, unless otherwise directed in writing, by the County. Contractor shall obtain prior specific written consent of the County prior to negotiating a final settlement or before otherwise compromising any account.
23. If Contractor discovers that the debtor is deceased, contractor shall pursue an estate residual if applicable. If recovery is not feasible, contractor shall transfer the account back to the County. Contractor shall provide appropriate documentation that a claim was filed with the decedent's estate and/or that contractor petitioned to have the estate liquidated to recover the debt.
24. The Contractor shall attempt to collect all account balances due as well as attempt to assess debtor's ability to repay the debt, and if necessary, extend time payments.
25. The Contractor shall accept a hard copy or electronic information pertaining to any County account that is being transferred to the Contractor for collection. The Contractor shall also have the capability to accept electronic transfer of information from County's billing contractor(s). Format of File from billing contractor to Collection Agency: Text File ANSI Formatting or CSV file.
26. The Contractor shall be in compliance with respect to HCFA (Healthcare Financing Administration), CMS (Center Medical Services), HIPPA (Health Insurance Portability and Accountability Act) and the Social Security Act, concerning citizens' privacy of information. Format of File from billing contractor to Collection Agency: Text File ANSI Formatting or CSV file.
27. The Contractor will appoint a main contact person to supervise the accounts and provide a direct telephone and fax number to this person and be sure this person maintains open communication with the County designated fiscal representative at all times. Format of File from billing contractor to Collection Agency: Text File ANSI Formatting or CSV file.
28. The Contractor must maintain account history notes that document communications between its representative and the debtor/guarantors via telephone or written correspondence being worked. Format of File from billing contractor to Collection Agency: Text File ANSI Formatting or CSV file.
29. The Contractor will provide a complete accessible download of all open accounts to the County should the Contract terminate or expire, either by request or by limits set within the contract to ensure that the County can continue in a professional business manner for our citizens. Format of File from billing contractor to Collection Agency: Text File ANSI Formatting or CSV file.
30. This scope of services represents a minimum effort required by the Contractor and shall not limit the Contractor's use of its proprietary accounts receivable collections systems, including modifications as required by Federal, State or local laws or its usual and customary practices. The County shall be advised of all modifications.
31. All reports required by this contract shall be mailed to:

Orange County Fire Rescue
Attn: Financial Services
P.O. Box 5879
Winter Park, FL 32793-5879

32. The accounts will be placed with Contractor for as long as both County and the Contractor deem necessary. Upon the County's request, Contractor shall return to the County (a) any account placed in error when Contractor is so notified by the County; (b) accounts that are paid in full; (c) accounts that have been placed with Contractor, with the exception of any account that is in the process of immediate negotiation of a payment, settlement or adjustment arrangement, any account that has been referred to Contractor to an attorney for the commencement of a lawsuit for collection, and any account for which payment arrangements have been negotiated and are being met according to agreed upon terms; (d) accounts where it is determined that the debtor is deceased and there are no assets or an estate or any other liable party; and (e) any inactive accounts over twelve (12) months from date of placement that have had no payment. Any account that has been forwarded to Contractor and then returned at the County's request will be subject to the collection fees shown in the payment provisions.
33. Accounts purged or deleted from the Contractor system that are deemed uncollectable will be returned to the County with a detailed printout of the account and a reason the account was purged or deleted. The County will consider this account permanently uncollectable.
34. At termination or expiration of the contract, the Contractor will provide an electronic data file, acceptable by the County or its designated agent. The transfer of information shall contain the debtor information normally provided in monthly invoicing. A contact person name and telephone number will be provided to the County should a debtor/guarantor clear/pay their balance after termination of this contract. In addition, the Contractor will return to the County any data, financial reports, files, etc. with County accounts on them.

REPORTS AND STATEMENTS REQUIRED:

Reports to be provided to OCFRD shall include, but not be limited to:

1. Acknowledgment Report – This report is to be sent by the Contractor verifying that the contractor has received the referrals sent by the OCFRD. A listing, in alphabetical order, of the accounts referred showing the account name, account number, selected debtor file number, account balance and date referred. The report shall be summarized by type of account, showing the total accounts referred and the total value of accounts referred.
2. Report of Referrals of Bad Debt Accounts – This report will be provided by the OCFRD and/or its Medical Billing Agent. The parameters for such a report will be agreed upon by the County and the Contractor to insure the ability of uploading the account information by the Contractor's AR Collection System.

3. Monthly Remittance Report – A listing, in alphabetical order, of the account name, account number, Contractor file number, credits to the accounts (for accounts involving litigation, recovered costs), total gross amount collected and paid directly to Contractor, balance due and Contractor fees associated with the collections. This report shall be by type of account, showing totals for all number and value categories.
4. Fiscal Year Semi-annual Collection Report Summary – This report shall be provided by the Contractor to reflect monthly collection, by account number, the last 6 months of percentage totals, dollar amounts collected for each month and the remaining total balance of AR to be worked for each account number.
5. Performance Report – This report shall be provided by the Contractor monthly, with a summary of aged receivables, by account number. The report will show the number of accounts assigned, collected, collection rate, and the number with percentage returned.
6. Close and Return Report – This report shall be provided by the Contractor indicating the accounts that have been determined to be closed and returned for any reason. The report will provide the Debtor/guarantor Name, Account Number, Balance Due, if reported to credit, and any legal action recommendations, such as bankruptcy, deceased or accounts recalled by the OCFRD. If the debtor is bankrupt, the bankruptcy Case Number shall be indicated. If the debtor is deceased, an indication as to the status of the estate. The report will also indicate if collection activity has ceased for any reason other than those described outlined above.

ORANGE COUNTY'S RESPONSIBILITIES

1. Provide the necessary information on a monthly basis for those accounts that are reviewed as needing further collection action in order to collect the balance due.
2. Refer any calls or correspondence received directly on "Bad Debt Accounts" that have been referred to the Contractor. All calls and correspondence will be referred to contact the CONTRACTOR directly.
3. Provide Contractor with information reasonably necessary for Contractor to perform the Collection Services, including, but not limited to, any communications regarding the accounts received from the account debtor or any third party either prior to or subsequent to the assignment of the account to which such communication relates and the date of delinquency for each account.
4. Have the discretion to determine at what point an account is considered delinquent and how many days delinquent the account must be in order to transfer it to Contractor. The Contractor shall accept such account transfers as valid transfers, without need to seek or validate such departmental decisions.
5. Determine the most effective, timely and equitable method of assigning accounts to Contractor.
6. Reserve the right to exercise sole discretion as to which accounts will be transferred to Contractor.

7. Notify Contractor of any adjustments or corrections made to the amount due.
8. Not provide any further assistance in the collection of accounts, once an account is transferred to Contractor, notwithstanding ongoing administrative support, as necessary, for access to County records pre and post account transfer.
9. Provide written communications with the Contractor of any payments received from the debtor directly in order to update the account.
10. The County reserves the right to change any portion of the work, outlined herein if there are changes in federal or state law or County Ordinance, written rule, resolution or administrative policy or procedure that make it necessary.

PAYMENT PROVISIONS

The payment provisions as specified on the Bid Proposal Form shall be as follows:

1. The Contractor shall receive a percentage of the gross amounts collected on old and new account balances referred by the OCFRD that do not go to litigation. Payment for the fee will be made on a monthly basis via a county delivery order issued by County. Contractor will issue a monthly remittance report and statement along with an invoice for the amount owed to Contractor.
2. The Contractor will provide locate services to the County for a fee per successful locate of all mail return accounts the County requests assistance on, that are not referred for direct collection. Payment for the fee will be made via a county delivery order on a monthly basis. Contractor will issue a monthly remittance report and statement along with an invoice for the amount owed to Contractor.
3. The monthly statements of collections shall contain remittance number, gross amount collected by the Contractor, fees charged by Contractor, any reimbursements from debtors for fees and costs (as allowed by State Statutes) and net amount due to the Contractor. The statement shall also have an invoice attached to it indicating the amount owed to Contractor and payment will be made to Contractor via a county delivery order. Attached to the statement shall be the Contractor's check(s) for the gross amount collected, payable to the BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY, FLORIDA (Attention: Orange County Fire Rescue).

**BID RESPONSE FORM
IFB #Y17-1109-DG**

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of work/services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT ESTIMATED PRICE</u> x 3	<u>TOTAL BID</u>
1.	% of gross collection on account balances transferred (not litigated).	\$300,000	x ____% = \$ ____ x 3 =	= \$ _____

Example: \$300,000 x 16% = \$48,000 x 3 = \$144,000

2.	Price per successful locate of all mail return accounts that Fire Rescue requested assistance on, but are not referred for direct collection.	100 each	x \$ ____ ea. x 3 =	\$ _____
----	---	----------	---------------------	----------

ESTIMATED TOTAL BID \$ _____

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than one (1) month After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Dorothy Gordon, Senior Purchasing Agent, at Dorothy.Gordon@ocfl.net

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

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

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

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

_____ (Signature)	_____ (Date)
_____ (Title)	
_____ (Name of Business)	

The Bidder shall complete and submit the following information with the bid:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

REFERENCES

List three (3) customers during the past ten (10) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Clients Name: _____
A. Contract Amount: _____
B. Date services completed: _____
C. Contact Person: _____
Address: _____

Telephone Number: _____
Email Address: _____

2. Clients Name: _____
A. Contract Amount: _____
B. Date services completed: _____
C. Contact Person: _____
Address: _____

Telephone Number: _____
Email Address: _____

3. Clients Name: _____

A. Contract Amount: _____

B. Date services completed: _____

C. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, 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 Florida Statute 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 abuse 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 thru 5.

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y17-1109-DG

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Is the Sub-Contractor a Certified M/WBE with Orange County Government?	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- [] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- [] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y17-1109-DG

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y17-1109-DG, Collection Agency Services for Fire Rescue**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

___ **YES** ___ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term

includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the

BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also means communicating "indirectly with the County Mayor or any other member of the

[BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State
of _____
My Commission
Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ATTACHMENT A

SOLICITATION PROVISION

Irrevocable Letter of Credit (ILC)

An ILC is required for the full amount of the contract amount prior to contract execution. The ILC shall be in the form of a written commitment from a federally insured financial institution to pay the entire amount of the contract until the expiration of the letter or upon presentation by the County (the beneficiary) of a written demand therefor. Neither the financial institution nor the contractor can revoke or condition the letter of credit.

The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC shall be issued by an acceptable federally insured financial institution. Only federally insured financial institutions rated investment grade or higher shall issue the ILC. The contractor shall provide the County a credit rating that indicates the financial institution has the required rating as of the date of the issuance of the ILC.

The ILC shall cover the entire period of the contract, including any extensions thereto, until completion of any warranty period.

The following format shall be used by the issuing financial institution to create an ILC:

(Issuing Financial Institutions Letterhead or Name and Address)

ISSUE DATE _____

IRREVOCABLE LETTER OF CREDIT NO. _____

ACCOUNT PARTY'S NAME _____

ACCOUNT PARTY'S ADDRESS _____

FOR CONTRACT NO _____

TO: Orange County Board of County Commissioners
400 E. South Street, 2nd Floor
P.O. Box 1393
Orlando, FL 32802

We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution] office at [issuing financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

We hereby undertake to honor your sight draft(s) drawn on the issuing financial institution for all or any part of this credit if presented with this Letter of Credit at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date we notify you by certified mail that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party by the same means of delivery.

This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500.

If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

For the purposes of this ILC, notices to Orange County shall be provided to:

Orange County Government
Manager, Procurement Division
Ref: Contract No. Y _____
P.O. Box 1393
400 E. South Street, 2nd Floor
Orlando, FL 32802

To draw on an ILC, the following format shall be used for a sight draft:

SIGHT DRAFT

(City, State)

Date _____

(Name and Address of Financial Institution)

Pay to the Order of Orange County Board of County Commissioners

The Sum of United States \$ _____

This draft is drawn under Irrevocable Letter of Credit No. _____

Orange County Board of County Commissioners

BY: _____

ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT

Between

ORANGE COUNTY, FLORIDA AND **INSERT NAME**

REGARDING

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
PRIVACY, BREACH AND SECURITY RULES AND THE
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 20____ by and between, ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“County”), through its Health Services Department (“Covered Entity”), and _____ a _____ corporation (“Business Associate”). The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, County meets the definition of a “Covered Entity” under 45 CFR §164.103; and

WHEREAS, County has been designated as a “Hybrid Entity” under the HIPAA Privacy and Security Rules, 45 CFR §164.105; and

WHEREAS, County, as a Covered Entity pursuant to 45 CFR §164.105(a)(2)(iii)(D), has documented that Orange County’s Health Services Department is a health care component of the County and as such will be treated as a “Covered Entity”; and

WHEREAS, in connection with providing services to the Covered Entity (collectively referenced to as “Services”) by the Business Associate, the Covered Entity may disclose to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules, 45 CFR Parts 160,162, and 164; and

WHEREAS, the HIPAA Privacy and Security Rules requires that a Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes; and

WHEREAS, the County (on behalf the Covered Entity) and Business Associate may have previously entered into, or intend to enter into, a contract for services known as Contract# Y17-1109 and the Parties wish to amend that Contract by adopting this Business Associate Agreement,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

Section 1. INCORPORATION OF RECITALS

A. **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.

B. HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes, Incorporated.

C. The Parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

Section 2. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

A. **Breach** shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.

B. **Designated Record Set** shall mean a group of records maintained by or for a covered entity that is: (A) the medical records and billing records about individuals maintained by or for a covered health care provider; (B) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (C) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

C. **Disclosure** shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

D. **Florida Information Protection Act** shall mean the Florida Information Protection Act ("FIPA") codified at Section 501.171, Florida Statutes.

E. **HIPAA Privacy and Security Rules** shall mean the Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.

F. **Individual** shall mean the person who is the subject of PHI, and shall include a person who qualifies as a personal representative, in accordance with 45 CFR § 164.502(g).

G. **Individually Identifiable Health Information** shall mean Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or 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 (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

H. **Privacy Officer** shall mean the individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity's policies and procedures as they related to the HIPAA Privacy and Security Rules.

I. **Personal Information** ("PI") shall mean either of the following:

1. An individual's initials, first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- a. A social security number;
- b. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- c. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
- d. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- e. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- f. Any other identifier, as referenced in the Department of Health & Human Services "Safe Harbor Standards."
- g. The term "Personal Information" does not include information about an individual that has been made publicly available by a federal, State, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

2. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

3. The PI provided under this Agreement shall be as more specifically identified in **Attachment “A,”** attached hereto and incorporated by this reference.

J. **Protected Health Information (“PHI”)** shall mean an individual’s identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request. The PHI provided under this Agreement shall be as more specifically identified in **Attachment “B,”** attached hereto and incorporated by this reference.

K. **Required by law** shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

L. **Secretary of Health and Human Services (“HHS”)** shall mean the Secretary of the Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

M. **Security Incident or Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.

N. **Use** shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

Section 3. SCOPE OF AGREEMENT

A. **INDEPENDENT STATUS OF PARTIES.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA, as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization’s board of directors, as applicable.

B. Business Associate acknowledges that the confidentiality requirements set forth herein shall apply to all of its employees, agents and representatives. The Business Associate assumes responsibility and liability for any damages or claims, including State and federal administrative proceedings and sanctions, brought against the County, including costs and attorneys’ fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

Section 4. PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION.

A. Permitted Uses and Disclosures of PHI and PI by Business Associate. Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances, in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2), that the subcontractor will appropriately safeguard the information. All other uses or disclosures, not otherwise authorized by this Agreement or otherwise governed by law, are prohibited.

B. Responsibilities of Business Associate. Regarding the use or disclosure of PHI and PI, Business Associate agrees to:

1. Only use or further disclose the PHI and PI as allowed under this Agreement or otherwise by applicable law.

2. Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.

3. Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating, to the greatest extents possible under the circumstances, any deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure as necessary.

4. Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.

5. Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates receives, maintains, or transmits on behalf of Covered Entity.

6. In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for

determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.

7. Use by or disclosure to its subcontractors, agents, other third parties, and Covered Entity which shall be limited to the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.

8. Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

9. At the request of, and in the time and manner designated by, the Covered Entity, provide access to the PHI and PI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

10. At the request of and in the time and manner designated by the Covered Entity, make any amendment(s) to the PHI and PI when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.

11. Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

12. Report to the Covered Entity any Security Incident involving PHI and PI that the Business Associate discovers.

C. Compliance with Covered Entity's Policies. The Business Associate hereby agrees to abide by the Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.

D. Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate. The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, the Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI and PI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PI.

E. Data Aggregation Services. With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the

Covered Entity, the Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to the Covered Entity.

F. **Compliance.** The Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current State and federal laws.

Section 5. CONFIDENTIALITY

A. In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.

B. For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall: (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (C) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

C. This provision shall not apply to Confidential Information: (A) after it becomes publicly available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

Section 6. SECURITY

A. **Security of Electronic Protected Health Information and Personal Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (as defined in 45 C.F.R. §160.103) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.

B. **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County’s Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2)(a) modification or destruction of electronic PHI or PI or (b) interference with system operations in an information system containing electronic PHI or PI.

Section 7. REPORTING REQUIREMENTS

A. **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.

B. **To Covered Entity.** The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,
Health Services Department
Telephone: (407)836-9214
Fax: (407)836-2856
Address: 2002-A E. Michigan Street, Orlando, FL 32806
E-Mail: privacy.officer@ocfl.net

1. Reports of Security Incidents shall include a detailed description of each Incident, at a minimum, to include; (a) the date of the Incident; (3) the nature of the Incident; (c) the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc.; (d) the identities of the individual(s) and their relationship to the Business Associate; (e) a description of the Business's response to each Incident; (f) and the name and title of the individual the Covered Entity should contact for additional information.

2. Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.

3. Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).

4. Business Associate will cooperate with the Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to, §§ 501.171 and 817.5681, Florida Statutes), and in taking steps determined by the Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses the Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by, a Security Incident caused by Business Associate and/or its subcontractors or agents.

C. **To Individuals.** In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the

County's Privacy Officer of the pertinent details of the breach, and upon prior approval of the County's Privacy Officer, shall notify each individual whose unsecured PHI or PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach are likely to reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

D. **To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PI of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.

E. **To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS of unsecured PHI and to the State of Florida, Department of Legal Affairs, of unsecured PI that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.

F. **Content of Notices.** All notices required under this Attachment shall include the content set forth 45 C.F.R § 164.404 and FIPA. Notification to individuals, except that references therein to a "covered entity," shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and (5) contact procedures

for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

G. Notice to Credit Reporting Agencies. In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide, that complete and maintain files in accordance with the provisions of § 501.171(5), Florida Statutes.

H. Financial Responsibility. The Business Associate shall be responsible for all costs related to the notice required by this Section.

I. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

Section 8. TERMINATION

A. Automatic Termination. The Covered Entity is authorized to automatically terminate this Agreement if it determines that the Business Associate has violated a material term of the Agreement.

B. Opportunity to Cure or Terminate. At the Covered Entity's sole discretion, Covered Entity may either; (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity; or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

C. Effects of Termination. Termination of this Agreement shall not affect any claim or rights that may arise based on the acts or omissions of the Parties prior to the effective date of termination.

D. Duties of Business Associate Upon Termination of Agreement.

1. When this Agreement is terminated, the PHI and PI that Business Associate received from, created, or received on behalf of the Covered Entity must be destroyed or returned to the Covered Entity, at the Business Associate's expense, including all PHI and PI in the possession of the Business Associate's subcontractors or agents. However, if the Business Associate determines that returning or destroying PHI and PI is not feasible, the Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as the Business Associate retains the PHI and PI, and the Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for the Business Associate to retain the PHI and PI.

2. If the Business Associate determines that it is not feasible for the Business Associate to return PHI or PI in the subcontractor's or agent's possession,

the Business Associate must provide a written explanation to the Covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI and PI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PI not feasible.

Section 9. MISCELLANEOUS

A. **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are governed by federal, State, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.

B. **No Third party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

C. **Survival.** The rights and obligations of the Parties in subsections D., F., H., I. of Sections 4, 5, 6, and 7 shall survive termination of this Agreement indefinitely.

D. **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.

E. **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Business Associate without the express prior written consent of the County.

F. **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.

G. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.

H. **Indemnification.** The Business Associate agrees to defend, indemnify and hold harmless the Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying Party's negligent performance under this Agreement. Nothing

contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.

I. **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

J. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.

K. **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party (ies).

County

Orange County HIPAA Privacy Officer
2002-A East Michigan Street
Orlando, FL 32806
(407) 836-9214

Copy to:
Orange County Administrator
Administration Building, 5th Floor
201 S Rosalind Avenue

Orlando, FL 32801

Business Associate

Name
Address
City, State, ZIP

L. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Agreement were capable of two constructions, one that

rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.

M. **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

N. **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.

O. **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

P. **Entire Agreement.** The original Contract executed by the Parties known as "Contract Y17-1109", this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to

BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT "A"

(Noting all of the Personal Information provided or if none provided indicating "NONE")

BUSINESS ASSOCIATE AGREEMENT

ATTACHMENT "B"

(Noting all of the Personal Health Information provided or indicating "NONE" if none if given.