



AGENDA

COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place

May 9, 2019
9:00 a.m.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

Notice: This meeting is televised live on ECTV and recorded for rebroadcast on the same channel. Refer to your cable provider's channel lineup to find ECTV.

1. Call to Order

(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. EMS and Fire Services
(Janice Kilgore - 60 min)
 - A. Board Discussion
 - B. Board Direction
4. EMS Billing Update
(Amy Lovoy/Tamika Williams - 15 min)
 - A. Board Discussion
 - B. Board Direction
5. Public Safety Training Options
(John Dosh - 15 min)
 - A. Board Discussion
 - B. Board Direction

6. Escambia County's Social Media Policy
(Commissioner Jeff Bergosh - 10 min)
 - A. Board Discussion
 - B. Board Direction

7. Adjourn

Committee of the Whole

3.

Meeting Date: 05/09/2019

Issue: EMS and Fire Services

From: AMY LOVOY, Interim County Administrator

Information

Recommendation:

EMS and Fire Services

(Janice Kilgore - 60 min)

A. Board Discussion

B. Board Direction

Attachments

No file(s) attached.

Committee of the Whole

4.

Meeting Date: 05/09/2019

Issue: EMS Billing Update

From: JOHN DOSH, Interim Director

Information

Recommendation:

EMS Billing Update

(Amy Lovoy/Tamika Williams - 15 min)

A. Board Discussion

B. Board Direction

Attachments

EMS Billing Update

Funding for EMS

Collection Agency Services Agreement



EMS Billing Update

Billing Fee Schedule

	August 2007 Rates	November 2011 Rates
Base Rates		
ALS- NonEmergency	\$ 400.00	\$ 550.00
ALS1- Emergency	\$ 525.00	\$ 625.00
BLS- NonEmergency		\$ 475.00
BLS- Emergency		\$ 525.00
ALS2- Emergency		\$ 700.00
Specialty Care Transport		\$ 800.00
Treatment without Transport	\$ 150.00	\$ 150.00
Mileage	\$ 10.00	\$ 12.00
Standby Service		
Shift Supervisor (2 hr min)	\$ 60.00	\$ 60.00
Paramedic (2 hr min)	\$ 40.00	\$ 50.00
EMT (2 hr min)	\$ 30.00	\$ 35.00
Event Requiring a vehicle (2 hr min)	\$ 80.00	\$ 100.00
High School Event	\$ 175.00	\$ 175.00
Other Charges		
IV Therapy/Administration	\$ 50.00	\$ 50.00
Oxygen Therapy/Administration	\$ 50.00	\$ 50.00
Cardiac Monitoring	\$ 60.00	\$ 60.00
Immobilization	\$ 60.00	\$ 60.00
Airway Management	\$ 65.00	\$ 65.00
Convenience Fee (EFT Fee)		\$ 3.00
Interest		4.75%

Summary by Primary Payor

	<u>% of Trips</u>	<u>Gross Charges</u>	<u>Contractual Allowances</u>	<u>Write-Offs</u>
MEDICARE/MEDICARE ADVANTAGE	44%	\$ 13,111,166.95	59%	11%
MEDICAID	16%	\$ 4,468,749.67	36%	0%
BILL PATIENTS	12%	\$ 2,895,190.61	0%	41%
MCAID-MEDICALLY NEEDY	5%	\$ 1,465,208.00	0%	31%
COMMERCIAL INS	22%	\$ 4,426,089.94	5%	17%
	100%	\$ 26,366,405.17	100%	100%

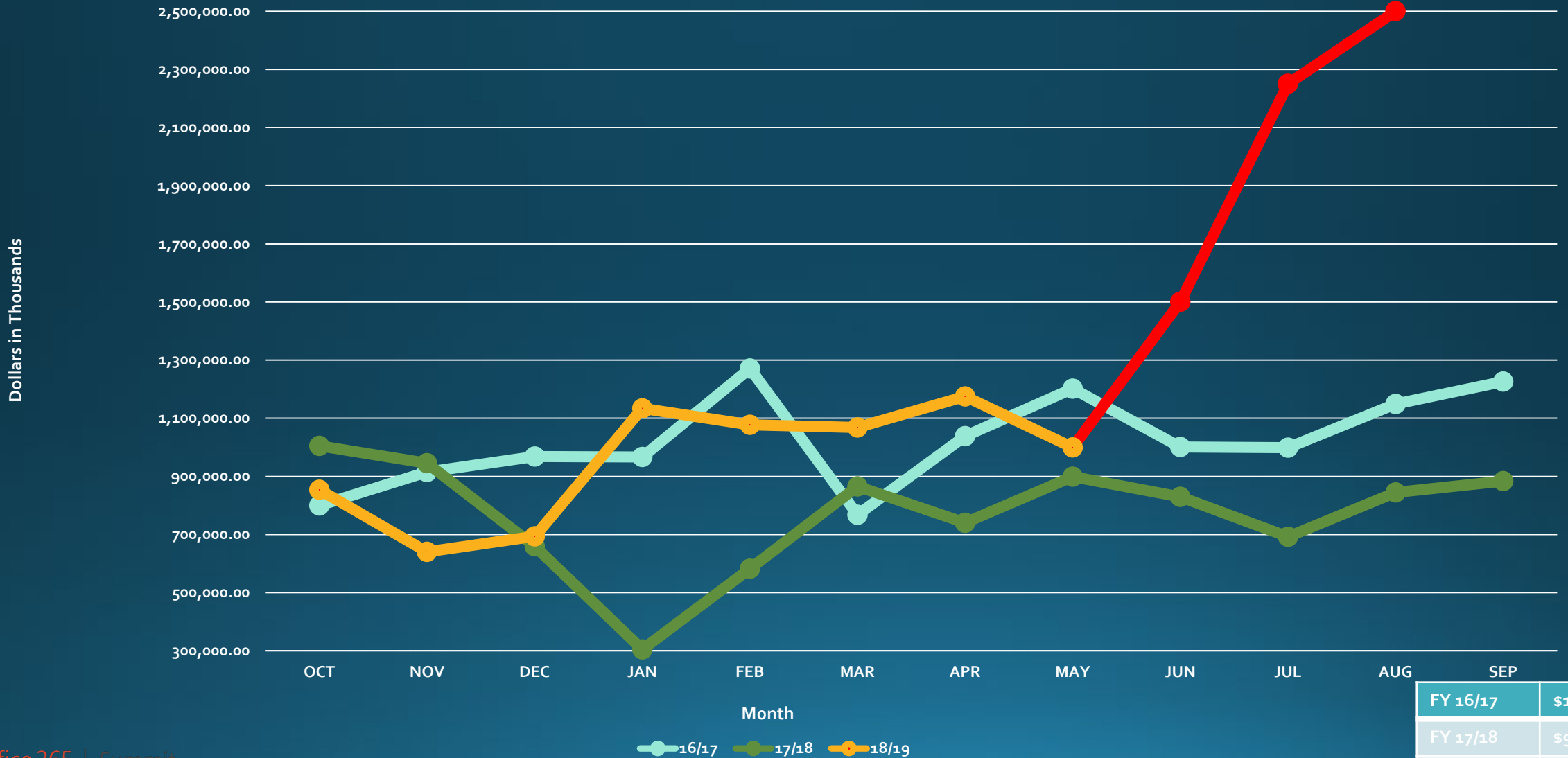
Payment Comparison

ALS₁ (\$625), EKG (\$60), Oxygen (\$50), IV (\$50), 10 mile transport (\$120)= \$905

Medicaid	\$190 payment	\$715 contractual write-off	\$0 patient cost
Medicare/ Tricare	\$416.95 payment	\$383.81 contractual write-off	\$104.24 patient cost
Commerical Insurance	% based on patient plan	\$0 contractual write-off	Remaining portion patient cost
Medicare Medically Needy	\$0 until deductible is met	\$0 contractual write-off	\$905 patient cost until \$1500 deductible is met

Accounts Receivable

Emergency Medical Services A/R Collection Comparison



FY 16/17	\$12,302,721
FY 17/18	\$9,251,924
FY 18/19	16,468,186

How did we get here?

Year	EMS Operataions	Billing	Interface Needed
2008	Zoll ePCR	Zoll Billing	No
2018	ESO ePCR	ESO Billing	No
Currently	ESO ePCR	Zoll Billing	Yes
Jul-19	Zoll ePCR	Zoll Billing	No

Where are we today?

April 2019

Solicitation for Billing service posted

May 2019

Bid Opening to award Billing Service

May 2019

Re-Solicitation of Bid

July/August 2019

Anticipated start date of Billing Service

July 2019

Operations will be transitioning back to Zoll

Funding for Emergency Medical Services

Potential source	Feasible?	Why?
<p>Litigation – Breach of Contract – unpaid claims;</p> <p>Judgment</p>	Yes	<p>When a patient signs the EMS Patient Trip Ticket, this constitutes a written contract, with a statute of limitations of 5 years for filing a civil action.</p> <p>Pursuant to our Collection Agency Services Agreement with Affiliated Creditors, Affiliated “shall make a determination and advise the County as to whether or not the [uncollectable] debt may be recovered through litigation.” See Sec. 2.7.3.</p> <p>May be executed on judgment debtor’s non-exempt real or personal property; additionally, writ of garnishment could be used to reach intangible property.</p>
Lien foreclosure on homestead	No	<p><i>Seligsohn v. Seligsohn</i>, 259 So. 3d 874, 875 (Fla. 4th DCA 2018)</p> <p>The Florida Constitution grants strong homestead protection to real property. Art. X, § 4(a), Fla. Const. The Florida Supreme Court has held that based on the plain language of the constitution, “a homestead is only subject to forced sale for (1) the payment of taxes and assessments thereon; (2) obligations contracted for the purchase, improvement or repair thereof; or (3) obligations contracted for house, field or other labor performed on the realty.” <i>Butterworth v. Caggiano</i>, 605 So.2d 56, 60 (Fla. 1992).</p> <p>This provision is liberally construed; “the Florida constitutional exemption of homesteads protects the homestead against every type of claim and judgment except those specifically mentioned in the constitutional provision itself[.]” <i>Havoco of Am., Ltd. v. Hill</i>, 790 So.2d 1018, 1021 n.5 (Fla. 2001) (internal quotation omitted). Unsecured creditors are not included as an exception to the homestead exemption. <i>Chames v. DeMayo</i>, 972 So.2d 850, 852 (Fla. 2007) (citing <i>Sherbill v. Miller Mfg. Co.</i>, 89 So.2d 28, 31 (Fla. 1956); <i>Carter’s Adm’rs v. Carter</i>, 20 Fla. 558, 570–71 (Fla. 1884)).</p>
EMS House calls for frequent users of ambulance services	Yes	As discussed by former Flagler County Administrator Craig Coffey, this was done as a less expensive alternative to multiple unpaid ambulance bills.
Discounted bill/sliding scale	Yes	<p>Escambia County’s EMS billing/collecting policy provides that a patient may submit a Financial Hardship Application to seek relief from the payment for the billed service. Once it is verified that a financial hardship exists, the account is processed for a hardship write-off.</p> <p>Other counties, such as Volusia, Dixie, and Manatee, additionally offer a sliding scale of payment with discounts. It appears from our collections policy that Escambia does not do this.</p>
Pilot program, Emergency Triage, Treat, and Transport (ET3)	Yes	<p>This pilot innovative payment program was announced by HHS in February 2019. Using the ET3 model, providers would also receive payment for ambulance transport to not only hospitals, but also urgent care centers and doctors’ offices; additionally, providers would receive payment for providing treatment in place by a qualified health care practitioner.</p> <p>The Center for Medicare and Medicaid Innovation anticipates releasing a Request for Applications in <u>Summer 2019</u> to solicit Medicare-enrolled ambulance suppliers and providers. In the <u>fall of 2019</u>, CMS anticipates</p>

		<p>issuing a Notice of Funding Opportunity for a limited number of two-year cooperative agreements, available to local governments.</p> <p>“The Innovation Center anticipates utilizing a phased approach with up to three rounds of RFAs, up to two releases of NOFOs, and staggered performance start dates.”</p> <p>See “Emergency Triage, Treat, and Transport (ET3) Model,” https://innovation.cms.gov/initiatives/et3/</p> <p>Note that a webinar/PowerPoint on ET3 is also available on this site.</p>
MSBU for EMS services	No	<p><i>City of N. Lauderdale v. SMM Properties, Inc.</i>, 825 So. 2d 343, 345 (Fla. 2002).</p> <p>The Florida Supreme Court held that a special assessment for emergency medical services was invalid, finding that emergency medical services do not provide a special benefit to the assessed property, and approving the 4th DCA’s conclusion that “such services benefit people, not property.”</p>
MSTU for EMS services	No	<p>F.S. § 125.271, County Emergency Medical Service Assessments, provides that only counties that meet the following criteria may levy a special assessment for emergency medical services:</p> <p>“(a) A county that is within a rural area of opportunity as designated by the Governor pursuant to s. 288.0656;</p> <p>(b) A small county having a population of 75,000 or fewer on the effective date of this act which has levied at least 10 mills of ad valorem tax for the previous fiscal year; or</p> <p>(c) A county that adopted an ordinance authorizing the imposition of an assessment for emergency medical services prior to January 1, 2002.”</p>
Increased payments from Medicare	No	<p><i>Medicare Coverage of Ambulance Services</i>, Centers for Medicare and Medicaid Services, Rev. June 2018.</p> <p>“If Medicare covers your ambulance trip, you pay 20% of the Medicare-approved amount, after you’ve met the yearly Part B deductible. <u>In most cases, the ambulance company can’t charge you more than 20% of the Medicare-approved amount and any unmet Part B deductible. All ambulance companies must accept the Medicare-approved amount as payment in full.</u> In some cases, what you pay may be different if you’re transported by a critical access hospital (CAH) or an entity that’s owned and operated by a CAH.”</p> <p>See also BCC Policy, “EMS Billing/Collecting Procedures: “Due to regulations imposed by the Centers for Medicare and Medicaid Services (CMS), we are required to accept Mandatory Assignment from these payers.”</p>
Increased payments from Medicaid	No	<p>F.S. § 409.907, Medicaid provider agreements.</p> <p>(3) The provider agreement developed by the agency. . . shall require the provider to:</p> <p>(j) Accept Medicaid payment as payment in full, and prohibit the provider from billing or collecting from the recipient or the recipient's responsible party any additional amount except, and only to the extent the agency permits or requires, copayments, coinsurance, or deductibles to be paid by the recipient for the services or goods provided. . . .”</p> <p>In additions, § 409.908(13) provides:</p> <p>“For Medicare services rendered to Medicaid-eligible persons, Medicaid shall pay Medicare deductibles and coinsurance as follows:</p> <p>(a) Medicaid’s financial obligation for deductibles and coinsurance payments shall be based on Medicare allowable fees, not on a provider’s billed charges.”</p>

4/5/2018 CAP II-7

COLLECTION AGENCY SERVICES AGREEMENT (PD 17-18.028)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Affiliated Creditors, Inc. (hereinafter referred to as "Agency"), a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN 62-1113076, whose principal address is 176 Thompson Lane, Suite 101, Nashville, TN 37211 (each at times referred to as "Party" or, collectively, as "Parties").

WITNESSETH:

WHEREAS, on January 29, 2018, the County issued an Invitation to Bidders (PD 17-18.028) seeking the services of an agency to perform collection services for past due accounts of the County's Department of Public Safety, Division of Emergency Medical Services; and

WHEREAS, Agency was the most responsive and responsible bidder proposing to provide such collection services; and

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

WHEREAS, the County desires to enter into an agreement with the Agency for the provision of such services as set forth herein.

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

ARTICLE 1
Recitals and Definitions

1.1 **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 **Definitions.** For the purpose of this Agreement, the following terms shall have the following meanings:

Administrator shall mean the County Administrator of the County or his designee. The Administrator is the administrative head of all departments and divisions of the County. In the administration of this contract, as contrasted with matters of policy, the Parties may rely upon instructions or determinations made by the Administrator or his designee.

Board of County Commissioners shall mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County.

Clerk of the Circuit Court shall mean the Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional officer serving as Clerk of the Court and ex officio clerk to the Board of County Commissioners, auditor, recorder and custodian of all County funds.

Office of Management and Budget shall mean the Office of Management and Budget under the direction of the County Administrator.

Date: 5/30/2018 Verified By: [Signature]

Participating Departments shall mean all County departments or divisions authorized by the Administrator to refer accounts under this Agreement and the Clerk of the Circuit Court.

ARTICLE 2
Scope of Services

2.1 Collection of Accounts. Agency shall provide the following:

- (a) Agency shall serve as the collection agency for all accounts of the Department of Public Safety, Division of Emergency Medical Services (EMS) that are referred by the County.
- (b) Agency may also serve as a collection agency on accounts referred by the Clerk of the Circuit Court and accounts of other County departments referred by the County Administrator or participating department heads.

2.2 Minimum Collection Activity. For each account, Agency shall provide, at a minimum, as follows:

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

2.3 Collection Methodology. Agency shall establish the collection methodology once a debtor is contacted. This methodology will include the appropriate telephone script to be utilized for court related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt so that this information can be utilized by our collection staff.

Agency will advise County of the methodology of all collection services and adhere to County's input. While the Agency shall remain responsible for compliance with applicable laws, the County expressly reserves the right to approve such collection methods utilized by the Agency for all County referred accounts.

2.4 Timeline for Collection. Unless the County should provide written notice to return an account, Agency shall retain all accounts until the expiration or termination of this Agreement. The County shall retain full discretion to remove an account at any time provided that County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

2.5 Agency Collections. Agency will accept payments on all assigned accounts. Agency may not collect any interest, service, or carrying charges on any account unless otherwise

instructed to do so in writing by the County. Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorneys' fees and court costs incurred by the Agency in the collection of the referred accounts. Agency may arrange payment schedules within the debtor's current income and ability to pay.

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

2.6 Payments Received. Agency shall deposit all payments collected in an interest-bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or Participating Departments as directed by the County. A separate accounting for each department shall be provided to the Clerk of the Circuit Court and copied to such Participating Department and the Office of Management and Budget. Agency shall, in turn, receive its collection fee based on the amount received from the debtor and the applicable rate.

2.7 Reporting Requirements.

2.7.1 Placement Summary Reports: Within two (2) business days of receiving a referral from the County, Agency shall acknowledge receipt of the account(s) by providing a Placement Summary Report, which at a minimum shall contain the account number and total dollar amount of the referral.

2.7.2 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to each Participating Department, with copies to the Office of Management and Budget, a monthly report with an alphabetical listing of all accounts, noting all payments collected since the prior report, noting any accounts against which collection efforts have commenced, recommending actions to be taken on problem accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month that is the subject of the report.

2.7.3 Uncollectable Accounts: On a monthly basis, Agency shall also submit to the Participating Departments a report of all accounts which, after making every reasonable effort to collect, Agency has deemed uncollectable. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number on EMS accounts. At the request of County, Agency shall further document its effort to collect any specific amount.

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

2.7.4 Quarterly Reports: No less than quarterly, Agency shall submit to Participating Departments, with copies to the Office of Budget and Management, a quarterly report to include a list of all open accounts and the status of such accounts including payments, requested adjustments, skip tracing activities and results.

2.7.5 Yearly Reports: On an annual basis, Agency shall furnish a report to each Participating Department summarizing the activity of all accounts during the preceding year.

2.7.6 Complaints: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) calendar days of receipt by the Agency, and the County will provide Agency a copy of any notice of complaint received by it within ten (10) calendar days of receipt by the County Administrator.

Within thirty (30) calendar days of receipt of a complaint or notice of a complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved, and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future. Upon request of the County Administrator, Agency shall remove any employee from the future collection of County referred accounts.

2.8 Quality Control. Agency agrees to maintain a quality assurance program for its employees including, but not be limited to, periodic instruction in the lawful and ethical practices of account collection. Additionally, Agency shall affirm that none of the Agency's Employees or Contractors is prohibited from doing business with the Centers for Medicare and Medicaid Services as evidence that they are routinely checked on a monthly basis against the Office of Inspector Generals' List of Excluded Individuals and Entities database.

2.9 Compliance with Laws. Agency shall at all times undertake to collect County referred accounts through all ethical and lawful means. In the performance of this Agreement, Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference.

2.10 Suspension of Collection and Recall. Upon receiving written notice from the County, Agency shall immediately suspend collection efforts on any account referred for collection. Upon receiving written notice, Agency shall return any referred account, without charge or penalty to County, except the applicable fees earned to date. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts referred to Agency.

2.11 Legal Action. Agency may initiate legal action only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records, and other necessary documentation.

ARTICLE 3 **Compensation and Method of Payment**

3.1 Compensation. Agency shall be compensated for collection services as follows:

(a) Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Department a sum equal to 15% of monies actually collected by Agency.

(b) Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to 30% of monies actually collected by Agency.

(c) Early-out Patient Pay Collection: Agency agrees to accept as full payment for services rendered for the collection of Patient Pay accounts submitted, within sixty (60) calendar days from date of service, a sum equal to 10% of monies actually collected by Agency.

3.2 Payment of Fees. Agency shall receive its fees following transmittal to the County of all monies collected in the manner provided in this Agreement. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

3.3 Fees for Direct Payments. County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made to the County or the Agency. The Participating Department will notify the Agency of any direct payments made as a result of Agency's efforts and will pay Agency the appropriate fee for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as provided in ¶3.2 above. The County will, upon request, verify payments on specific accounts and credit the Agency as specified above.

ARTICLE 4 **Term and Termination**

4.1 Term. This Agreement shall commence upon the date last executed and continue in effect for a term of twelve (12) months. This Agreement may be renewed for two (2) additional one (1) year terms. The parties may indicate their wish to extend this Agreement by providing written notice to the other party no later than thirty (30) days before the expiration of the initial or any subsequent one-year (1) term. In no event shall the Agreement extend beyond thirty-six (36) months in duration after exercising all options for renewal.

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

4.2 Termination.

4.2.1 Termination for cause. The County reserves the right to immediately terminate this Agreement for cause upon the failure of Agency to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to, the violation of any state, federal or local laws and ordinances. In the event of a termination for cause, Agency will return all accounts to County.

4.2.2 Termination for convenience. County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement for convenience with respect to all or any portion of the collection services. County may exercise its right of

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

ARTICLE 5
Indemnification and Insurance Requirements

5.1 Indemnification. Agency shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of the Agency in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Agency relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Agency agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5.2 Insurance.

5.2.1 The Agency is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory Workers' Compensation.

5.2.2 It is understood and agreed by the parties that in the event that the Agency consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

5.2.3 Agency agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be

mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

5.2.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

ARTICLE 6
Miscellaneous

6.1 Independent Contractor. In the performance of this Agreement hereunder, Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency or as between Participating Departments and Agency. Agency understands and agrees that all persons furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.

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

COUNTY:

Office of the County Administrator
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

AGENCY:

Affiliated Creditors, Inc.
Roy Williams, Jr.
176 Thompson Lane, Ste. 101
Nashville, TN 37211

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

6.4 Public Records. The Agency acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed

except as authorized by law. Upon the expiration or termination of the Agreement, Agency agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

6.5 Confidentiality. All information not subject to disclosure under the Public Records Act that is acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.

6.6 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.

6.7 Compliance with Laws. Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida, and in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations. Specific to Protected Healthcare Information (PHI) submitted between the County and Agency, the Agency shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

6.8 Assignment. Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

6.10 Waiver. No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.11 Use of County Seal or Letterhead. Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.

6.12 Data Link Up. Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received. At Agency's own expense, Agency shall provide, install, and maintain a personal computer (PC) and modem for County access to Agency's system. The PC will be placed at a location as determined by the County Administrator. All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

6.13 Records. Agency shall maintain records as provided below:

6.13.1 Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

6.13.2 Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

6.13.3 Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be (1) repaid forthwith by Agency to County by cash payment or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

6.14 Credit Reports. If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus; provided however,

Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

6.15 Attachment. Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.

6.16 Referral Discretionary. It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

6.17 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:

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

Angela Crakey
Witness

Jack Brown
Jack Brown, County Administrator

Shamara Sumigam
Witness

Date: 5/23/18

BCC APPROVED 4-5-2018

AGENCY: AFFILIATED CREDITORS, INC.

Roy A. Williams, Jr.
Roy A. Williams, Jr., President

Date: 5/10/18

ATTEST:

Corporate Secretary
Corporate Secretary
(Corporate Seal)

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/21/18

Committee of the Whole

5.

Meeting Date: 05/09/2019

Issue: Public Safety Training Options

From: AMY LOVOY, Interim County Administrator

Information

Recommendation:

Public Safety Training Options

(John Dosh - 15 min)

A. Board Discussion

B. Board Direction

Attachments

No file(s) attached.

Committee of the Whole

6.

Meeting Date: 05/09/2019

Issue: Escambia County's Social Media Policy

From: AMY LOVOY, Interim County Administrator

Information

Recommendation:

Escambia County's Social Media Policy
(Commissioner Jeff Bergosh - 10 min)

- A. Board Discussion
 - B. Board Direction
-

Attachments

County Commissioners' Technology Policy

Board of County Commissioners
Escambia County, Florida

Title: County Commissioners' Technology Policy
Date Adopted: August 20, 2009
Effective Date: August 20, 2009
Reference:
Policy Amended: New Policy

A. Purpose:

The purpose of this policy is to establish rules for how the County Commissioners use technology to communicate to ensure they conduct themselves in a responsible, professional, ethical and efficient manner, with an eye towards the public's perception of their elected officials and how they conduct business. Improvements and evolutions in technology are occurring so rapidly that it is difficult for the laws and rules that govern County business and elected officials to keep pace. The Florida Sunshine Law and Public Records Law pose special challenges to the County Commissioners who should follow not just the letter of those laws, but also their intent. It is vital to the credibility of Escambia County government that the public perceive their Commissioners are respectful of those laws and of the citizens they govern.

B. Policy:

1. **Applicability:** This policy is intended as an additional layer of control over the County Commissioners' use of technological resources, regardless of the ownership of those resources. This policy is intended to supplement any existing policy, rule or law that applies to the County Commissioners or to County-owned resources.
2. **Board Meetings:** Commissioners shall not use cell phones, PDAs, Blackberrys, laptops, netbooks or similar devices, regardless of ownership of the device, during any County Commission meeting, including workshops. Commissioners are encouraged to turn off, silence, turn to vibrate or abandon all such devices during meetings. In the event of a perceived emergency, a Commissioner may use these devices but shall leave the Chambers or room where the meeting is held during use.
3. **Electronic Mail (E-Mail):** In order to ensure compliance with Florida's Public Records' Law, including record retention requirements, Commissioners shall not use private e-mail accounts to conduct County business. Private e-mail accounts include outside business e-mail accounts, personal accounts and any other e-mail account that does not

operate through Escambia County's server. However, should a Commissioner receive e-mail in a private e-mail account, the Commissioner shall forward the e-mail to a County-maintained e-mail account and shall request that the author of the original e-mail use the County-maintained e-mail account for future communications. Such actions shall not be a violation of this policy.

Further, in the event of unavoidable circumstances, including, but not limited to, lack of access and unavailability or malfunction of the County e-mail system, a Commissioner's use of a private e-mail account to conduct County business shall not be a violation of this policy, so long as the Commissioner forwards such communications to a County-maintained e-mail account as soon as practicable. Failure to comply with this provision could result in a violation of Florida's Public Records' Law.

Commissioners are discouraged from using County-maintained e-mail accounts for personal business and may wish to sort any such e-mails that are present in a County-maintained account into a personal file or to a personal e-mail account to ease the task of records management and retention.

4. **Text Messaging and Instant Messaging:** Commissioners shall not use text messaging, instant messaging or similar types of instantaneous communications to conduct County business on any device capable of such methods of communication, regardless of ownership of the device. Where possible, Commissioners are encouraged to request that such functions be disabled on their County-owned devices.
5. **Social Networking Accounts, Twitter, Story Forum Comments, Blogs and Similar Communications:** Commissioners shall not discuss County business on social networking sites, including, but not limited to, Facebook and Twitter, and shall not blog or otherwise communicate on the internet about County business other than via e-mail as provided above and in other applicable laws and regulations.

However, a commissioner may post a story forum comment or response on a blog on a site maintained by another person or media outlet regarding County business so long as the commissioner posts the comment or response using the commissioner's actual name and the commissioner does not post a comment or response when another commissioner has already posted on that specific article or issue. A copy of any such posting shall be retained by the County.

6. **Other County Policies:** Commissioners are responsible for compliance with all other applicable County policies.

C. Enforcement:

A majority of the County Commission may take any available enforcement action against a fellow Commissioner found to be in violation of this policy. Additionally, the County shall not be responsible for any costs resulting from a Commissioner's failure to follow this policy. Such costs are to include, but not be limited to, text messaging charges and attorney's fees, unless specifically allowed by State law. All other applicable laws, rules and policies may have other enforcement mechanisms that could apply. County Commissioners are responsible for compliance with the Sunshine Law and Public Records' Law at all times during their term.

D. Future Amendments:

The Board shall revisit this policy on a regular basis in order to consider amendments due to relevant court decisions, Attorney General's Opinions, Legislative actions or desires of the Board.