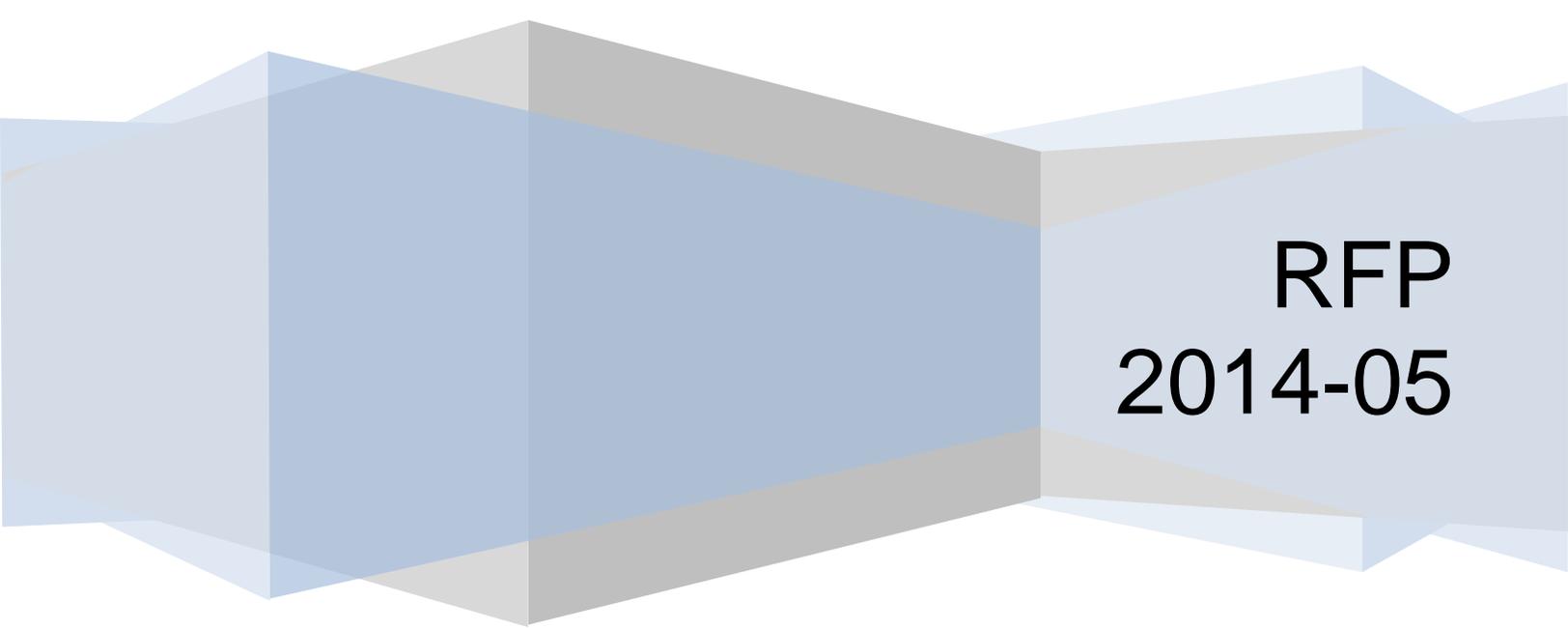


**University Medical Center
of
Southern Nevada**

**Request for Proposal
2014-05**

Collection Agency for Self-Pay Bad Debt



**RFP
2014-05**

University Medical Center Of Southern Nevada

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2014-05
Collection Agency for Self-Pay Bad Debt**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2014-05

DESCRIPTION: Collection Agency for Self-Pay Bad Debt

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL TO: robert.maher@umcsn.com
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2014-05

Collection Agency for Self-Pay Bad Debt

UMC is soliciting proposals for a professional firm to assist UMC in the collections of self-pay bad debt.

The RFP package is available as follows:

- By Electronic Mail or Mail – Please email a request to Contracts Management at robert.maher@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Contracting Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address specified above on, or before, **April 9, 2014** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
March 16, 2014

GENERAL CONDITIONS
RFP NO. 2014-05
Collection Agency for Self-Pay Bad Debt

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "GB" as used throughout this document will mean the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

UMC is soliciting proposals to assist UMC in collections of self-pay bad debt.

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify superior PROPOSER(s) that can provide professional Collection Agency for Self-Pay Bad Debt services for UMC.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions. Proposer must have 10 years of Critical Care experience in Multiplace Hyperbaric Chamber Operations.

4. DESIGNATED CONTACTS

OWNER's representative will be Rob Maher, telephone number (702) 207-8846. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Rob Maher, Contracts Management, robert.maher@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the GB or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	March 16, 2014
Mandatory Pre-Proposal Meeting (xx:xx am)	N/A
Final Date to Submit Questions	March 21, 2014
Last Day for Addendums	March 31, 2014
RFP Responses Due (2:00 pm)	April 9, 2014
RFP Evaluations	April 2014
Finalists Selection	April / May 2014
Finalists Oral Presentations (if required)	April / May 2014
Final Selection & Contract Negotiations	May 2014
Award & Approval of the Final Contract	May / June 2014
Contract Begin	July 1, 2014

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria and price. The OWNER reserves the right to award to more than one company. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract for each component described. (The exception is that an attending physician on OWNER's staff may request any physician to provide a specific procedure or consultation for a patient.) Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the GB for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted shall not exceed 40 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 2-hole punched at the top and bound with a binder clip. Double sided printing is accepted, flip on short edge. Binders or spiral binding is not preferred or required.

PROPOSER shall submit one (1) clearly labeled original paper copy, seven (7) hardcopies of proposal and one (1) electronic copy of the entire proposal. The electronic copy shall be on a CD-rom in either PDF or Microsoft Word 2007. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. **FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for proposals:

Hand Delivery

University Medical Center
Materials Management
Trauma Center Building
800 Rose Street, Suite 409
Las Vegas, Nevada 89106

U.S. Mail Delivery

University Medical Center
Materials Management
1800 West Charleston Blvd
Las Vegas, Nevada 89102

Express Delivery (Preferred)

University Medical Center
Materials Management
800 Rose Street, Suite 409
Las Vegas, Nevada 89106

RFP No. 2014-05

Collection Agency for Self-Pay Bad
Debt

RFP No. 2014-05

Collection Agency for Self-Pay
Bad Debt

RFP No. 2014-05

Collection Agency for Self-Pay
Bad Debt

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals to the Materials Management office. Responses delivered to UMCSN's mail room or loading dock does not constitute the official time stamp.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a

contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the GB for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. Contract Terms and Requirements

The selected PROPOSER will be provided the OWNER's Standard Contract. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. EVALUATION CRITERIA

Evaluation will be based upon your response to the questions asked below. **All questions are to be answered in the order they appear and be noted with the identifying letter and number.** PROPOSER(S) who do not answer all questions, or provide incomplete responses, may result in disqualification.

1. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers.

General Conditions

RFP No. 2014-05

Collection Agency for Self-Pay Bad Debt

2. List name, title, direct phone number, address, and email address of the individual who will serve as your organization's primary contact during the RFP process.
3. Provide a brief description of your organization locally, statewide and nationally (if applicable).
4. How many years of experience does your company have in Collection Agency for Self-Pay Bad Debt?
5. Provide a copy of your company's qualifications, certifications, and licenses that correspond with this service.
6. List any factor(s) known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
7. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, veteran owned small business or a Nevada business enterprise.
8. List all firm demographics including:
 - o Total number of employees;
 - o Total number of women employed;
 - o Total number of minorities employed; and
 - o Total number of bilingual employees, indicate language(s) spoken.

2. Experience / Processes

1. Past Performance: Provide five (5) references that you serviced within the last 2-3 years. Three (3) of the references should include a history of medical collections. Include company name, point of contact for the company, their phone number and e-mail address, and the percentage of collections you were able to receive for the client.
2. Provide a list of success stories (3-5 examples)
3. Provide an explanation of how your company plans to meet the service expectations or scope.
4. Describe your process, procedures, and protocol to send and receive electronic encrypted data files.
5. Describe the best practices that your company has implemented to improve collections.

3. Financials

1. Provide consolidated financials

4. Insurance:

1. The PROPOSER must provide a statement that firm will comply with insurance requirements. (**Attachment C**)

5. Disclosure of Ownership/Principals Form

1. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal. (**Attachment D**)

6. Other:

1. Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

19. Attachments

Attachment #	Attachment Name	Notes
Exhibit A	Scope of Work	Informational
Exhibit B	Cost/Price Schedule	Required with proposal
Exhibit C	Insurance	Required upon contract award
Exhibit D	Disclosure Forms	Required with proposal
Exhibit E	Subcontractor	Required with proposal

EXHIBIT A

SCOPE OF WORK

To provide for Agency intervention in an effort to collect medical bills determined to be uncollectible by Hospital. The Average Monthly Hospital bad debt to be assigned to collections is \$30 million. The Hospital will select three Agencies to share in the collections. The Hospital expectation is a minimum of 10% return on the first year of net assignments, 13 % the second year and 16% the third year averaged out over the respective 12, 24 and 36 month periods.

Note: Agencies that fail to meet expectations will be considered non-responsive and forfeit the incremental extensions. In addition, all assigned accounts will be returned to Hospital for re-assignment.

**Proposals must address the following
information with each section clearly labeled
by provision number.**

General Service Level Expectations

- 1.0 Licensing and Membership requirements
 - 1.1 Agency must be licensed as a Collection Agency in Nevada and Maintain an office in Clark County. **A copy of the license and proof of business location will be provided with the response to the RFP.** (Must be a physical location, not a P.O Box)
 - 1.2 Maintain membership in good standing in the Nevada Collectors Association. **Respondents will provide a letter of endorsement from the Association.**

- 2.0 Assigned accounts will not be co-mingled with other clients. Assignments of accounts will be made every 15 days or the first business day thereafter.
 - 2.1 To insure HIPAA compliance, Hospital assignments must be maintained separately. **(State your understanding of HIPAA as it relates to hospital collections and provide detail plan for compliance)**
 - 2.2 Use of demographics for any purpose other than to collect a UMC account is prohibited. **(State how UMC can be assured that you will not use this information for any other purpose and provide detail plan for compliance)**
 - 2.3 Accounts forwarded for legal action on behalf of Hospital will be processed separately from other client accounts. **(Provide detail plan for compliance)**
 - 2.4 Assigned accounts **will not** be outsourced to a foreign country. **(Requires a statement to that affect)**

- 3.0 Interest and Fees
 - 3.1 The charging of interest on assigned accounts without a court order is expressly prohibited. Court ordered interest will be remitted to Hospital. **(Acknowledgement required)**
 - 3.2 Assessing fees, with the exception of legal fees as limited in Paragraph 6.0, is prohibited. This includes, but not limited to, collection fees, copy fees, attorney fees or any other fees or costs associated with the collection of assigned accounts. **(Provide detail plan for compliance)**

- 4.0 Legal Action
 - 4.1 Confession of Judgment (COJ) The use of a COJ as an acknowledgement of a debt and a commitment to pay is authorized. It will be limited to the principal amount only. **(Acknowledgement required)**
 - 4.2 The filing of a "Confession of Judgment" (COJ) in lieu of obtaining a court ordered judgment is prohibited. **(Acknowledgement required)**
 - 4.3 Authorization to file for legal (Assignment of Account) must be obtained after the account status changes to "Legal Review". Agency must provide information regarding tangible assets prior to

Hospital authorizing action. **(Provide detail plan that will demonstrate compliance)**

- 5.0 Miscellaneous Legal Action (Value Added)
- 5.1 State experience in bringing action for fraudulent transfer of assets to avoid lien under NRS Chapter 112 and NRS 108.662. **(Provide samples of action including outcome that demonstrates experience)**
- 5.2 State experience in real property foreclosures as it applies to NRS 108.665. **(Provide your interpretation of the statute and the number of foreclosures you've handled in reference to that statute)**
- 6.0 Assessed legal fees will not exceed \$250.00. **(Acknowledgement required in each of the following sub categories)**
- 6.1 A 15% fee increase will be allowed for judgments obtained on behalf of UMC to offset legal fees in excess of the \$250.00 limitation.
- 6.2 Fees in excess of the \$250.00 limitation, awarded by the court, will be remitted to Hospital.
- 7.0 Liens and Creditors Claims. **(Provide detail plan regarding method of notice to Hospital in reference to the following sub categories)**
- 7.1 If the combined balance of accounts is greater than \$2,000.00, liens against 3rd party liabilities will be prepared and maintained by the Hospital.
- 7.2 If the combined balance of accounts is greater than \$5,000.00, liens against 3rd party liabilities will be prepared and maintained by the Hospital.
- 7.3 If the combined balance of accounts is greater than \$20,000.00, the Hospital will prepare and maintain real property liens, as applicable.
- 7.4 Hospital will prepare and maintain Probate and Bankruptcy Creditor claims on combined accounts with a balance of greater than \$5,000.00.
- Note: Probates require "Special Notice" by the Office of the District Attorney. The hospital is represented by outside counsel in reference to bankruptcy claims.*
- 8.0 Demographic and Collection Information Limitations:
- 8.1 Account information will be limited to patient/guarantor name, guarantor's social security number, guarantor's address, phone, guarantor's employment and collection notes. **(Acknowledgement required)**
- 8.2 Copies of Conditions of Admission and Financial Statements (COA/FS) will be provided upon receipt of a copy of the dispute letter from the patient /guarantor requesting proof of service. No other copies from a patient's medical or billing records will be provided without receipt of a valid authorization signed by the patient or a legal representative of the patient or a court order. A judge must sign all court ordered requests. **(Provide detailed plan to control these requests)**
- 8.3 Data transfer will be via a secure FTP site. (Acknowledgement required)
- 8.4 Collection status changes (active, inactive, cancelled and returned, referred to legal, etc) will be updated daily via FTP site. (Provide detailed plan for execution).
- 8.5 Respondents must be able to send and receive e-mails via current encryption method to insure strict adherence to patient privacy. (Provide details of encryption methods and acknowledgement)
- 9.0 Agency Representation/Training:
- 9.1 Throughout the terms of the contract, the agency will be responsible for the initial and quarterly training of all representatives associated with the collection of UMC accounts. Mandatory training must include all applicable laws, policies and regulations governing collection practices inclusive of special conditions associated with medical collections. **(Provide detailed plan along with copies of current training material.**
- 9.2 In addition to the off-site staff, the agency will be required to provide one (1) on-site representative with minimum tenure of 3 years. This representative will be required to attend the vendor hospital orientation to obtain a user sign-on to access UMC systems to request additional records. Additional records will be limited to the COA/FS, promissory notes, scanned explanation of benefits (EOB) and associated correspondence. This representative will also assist customers who arrive in Patient Accounts and have an inquiry related to accounts placed with the agency. (Acknowledgement Required) Prior to attending the Hospital Vendor Orientation, the Agency must provide the following documents:
1. A current photo ID or copy of current driver's license.
 2. Signed copy of the employment application.
 3. Current job description (including requirements of education and training).

4. References
 5. Copy of Agency contract.
 6. Proof of liability insurance.
 7. Current TB Skin test.
 8. Copy of history/vaccine record.
 9. Background and OIG check.
- 10.0 Concerns and Disputes Registered by Guarantor **(Provide detailed plan for compliance in the following sub categories)**
- 10.1 Agency will be responsible for resolving patient concerns/disputes presented to them in written form, within 5 business days from date concern/dispute.
 - 10.2 Response to the concern/dispute will be in like form with copy to Hospital.
 - 10.3 Agency's failure to respond to written concerns/disputes in the prescribed time could place Hospital at risk. Should this transpire, the offending agency will be considered non-responsive voiding the contract.
- 11.0 Medicaid and County Eligibility **(Provide detailed plan for compliance in the following sub categories)**
- 11.1 Accounts identified as Medicaid or County eligible must be closed and returned to Hospital along with a billing request form or adjustment as applicable. Proof of eligibility must accompany the request.
 - 11.2 Agency will be paid a finders fee of \$25 for billable accounts and \$10 for adjusted accounts. The invoice for the finders fee must be received by the 10th of the month following the close and return.
- 12.0 Credit Bureau Reporting:
- 12.1 All undisputed balances will be reported to Trans Union and, at least one other major credit bureau, ninety (90) days from placement unless paid in full or in an acceptable payment arrangement secured with a promissory note or COJ. (See 5.0 regarding COJ limitations) **(Acknowledgement required)**
- 13.0 Remittance of Collections **(Acknowledgement required in each of the following sub categories)**
- 13.1 All collections along with the supporting remittance advice(s) will be remitted to UMC twice a month as follows:
 - 13.1.1 Monies collected the 1st through the 15th of the month will be remitted on or before the 20th of the month or first business day thereafter.
 - 13.1.2 Monies collected the 16th through month end will be remitted on or before the 5th of the following month or the first business day thereafter.
 - 13.2 A proper remittance includes the electronic update of cash received, a detailed invoice and a remittance check.
 - 13.2.1 The invoice and remittance check will be delivered to Finance by 4PM on the due date as described in 13.1.1 and 13.1.2.
 - 13.2.2 Late remittances for reasons beyond the agency's control must be justified and acknowledged by UMC. Agencies demonstrating a pattern of late remittances will be considered as non-responsive. (See note under "Scope of Project")
 - 13.2.3 UMC would consider two consecutive, unjustified, late remittances in any given time period or three late remittances in a 12 month period as a pattern.
 - 13.3 The invoice and remittance check will be delivered to Fiscal Services by 4:00:00PM PST on the due date as described in 13.1.1 and 13.1.2.
- 14.0 Reporting Requirements **(Acknowledgement required in each of the following sub categories)**
- 14.1 Acknowledgement of Assignments
 - 14.2 Inventory Report (Upon request)
 - 14.3 Inventory Report (Quarterly)
 - 14.4 Semi-Monthly Remittance Report (Due the 5th and 20th of each month)
 - 14.5 Twelve Month Summary of Account Status
 - 14.6 Close Report
 - 14.7 Cancellation Report (Approved categories)
 - 14.7.1 Disputed (dispute validated by UMC)
 - 14.7.2 Deceased (No assets/No estate)
 - 14.7.3 Documentation (Charges can not be validated)
 - 14.7.4 Wrong Party (Admitting error)

- 14.7.5 Guarantor is Minor (Admitting error)
- 14.7.6 Suit dismissed (Lost Court Case)
- 14.7.7 Client Request (Cancelled by Hospital)
- 14.7.8 Bankruptcy (Discharged)
- 14.7.9 Welfare Eligible (Clark County/Medicaid)

15.0 Terms and Pricing

- 15.1 Terms and pricing will remain in effect for the duration of this contract including incremental extensions. **(Acknowledgement required)**

16.0 Standards **(Provide detailed plan to insure compliance in each of the following sub categories)**

- 16.1 Hospital expects the successful Agencies will strictly adhere to the Fair Debt Collection Practices Act and all applicable Federal and State laws. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with University Medical Center Customers.
- 16.2 The responsibility for effectively training agency representatives regarding customer service expectations, the provisions of the Fair Debt Collection Practices Act and the U.S. Bankruptcy Code relating to the collection of debts rests exclusively with the Agency. (See note related to "Scope of Work")
- 16.3 Agency will conduct business in a manner that supports the organization's mission, vision and core values.

Cost/Fee Schedule

This contract(s) shall be a firm fixed price that is all inclusive but not limited to labor, staffing, supplies, equipment, transportation, per diem.

OWNER shall pay Bidder _____% of all recoveries from assigned accounts 181 days or less of placement.

OWNER shall pay Bidder _____% of all recoveries from assigned accounts greater than 181 days of placement.

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, //TYPE// SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: The //TYPE// shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

Owner Coverage: OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects OWNER, its officers and employees.

Endorsement/Cancellation: The //TYPE//s general liability insurance policy shall be endorsed to recognize specifically the //TYPE//s contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by //TYPE// and any auto used for the performance of services under this Contract.

Professional Liability: The //TYPE// shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of OWNER.

Workers' Compensation: The //TYPE// shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the //TYPE// has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the //TYPE// fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.

Additional Insurance: The //TYPE// is encouraged to purchase any such additional insurance as it deems necessary.

Damages: The //TYPE// is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.

Cost: The //TYPE// shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the //TYPE//s Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) //TYPE//s name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker's Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.
- 9) Appointed Agent Signature to include license number and issuing state

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“GB”) in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Title

Print Name

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
 (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF RELATIONSHIP
(Suppliers)**

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Relationship form must be completed. If not applicable, write in N/A.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual’s duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it

is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

“Material financial interest” means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member’s annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

“Family member” means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

“Personal interests” mean those interests that arise out of a member’s personal activities or the activities of a family member.

DISCLOSURE OF RELATIONSHIP (Suppliers)

Corporate/Business Entity Name:	
(Include d.b.a., if applicable)	
Street Address:	
City, State and Zip Code:	
Telephone No:	
Point of Contact Name:	
Email:	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

Yes No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

Yes No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

Signature

Print Name

Title

Date

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

Yes No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name / Authorized Department Representative

SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.