



University of
Kentucky[®]
Procurement Services

Request for Proposal

UK-2553-26

Proposal Due Date – 9/19/25

First Placement Debt Collection



REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	UK-2553-26	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	8/25/25	UNIVERSITY OF KENTUCKY
Title:	First Placement Debt Collection	PROCUREMENT SERVICES
Purchasing Officer:	Rebecca Purcell	411 S LIMESTONE
Phone:	859-257-5479	ROOM 322 PETERSON SERVICE BLDG.
Email:	rpurcell@uky.edu	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 9/19/25 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Procurement Services, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposal (RFP) is being issued by the University of Kentucky, to solicit proposals from qualified, experienced, financially sound, and responsible providers of First Placement Debt Collection to provide such services to University of Kentucky HealthCare.

Any award(s) resulting from this RFP can be used by University affiliated organizations Champion Blue, St. Claire Medical Center, Inc., d/b/a UK St. Claire Healthcare, a Kentucky nonprofit corporation and affiliated corporation of the University of Kentucky (UK St. Claire), and Ashland Hospital Corporation d/b/a UK King's Daughters Medical Center ("AHC"), for and on behalf of itself and its subsidiaries and affiliates King's Daughters Medical Specialties, Inc. ("KDMS"), Ashland Nursing Home Corporation d/b/a Kingsbrook Nursing Home ("KNH"), Kentucky Medical Logistics, Inc. ("KML"), Kentucky Heart Foundation, Inc. ("KHF"), and Kentucky Heart Institute, Inc. ("KHI"), and on behalf of its sister corporation Portsmouth Hospital Corporation d/b/a King's Daughters Medical Center Ohio ("KDOH"), all with a mailing address of Ashland Hospital Corporation d/b/a UK King's Daughters, 2201 Lexington Ave., Ashland KY 41101 (collectively sometimes referred to hereinafter as "UKKD").

The Offeror should:

- Provide debt collection services as a first placement agency, to collect sums due UKHC as the result of services rendered to patients at its medical center utilizing methods that increase revenue while allowing the patient to maintain dignity
- Comply fully with all federal and state laws relating to debt collection practices
- Have mechanisms in place allowing UKHC to analyze performance (including the ability to listen to recorded calls), and documentation not limited to statements, notes and correspondence

See section 7.0 for detailed scope of services

2.2 Background Information

The University has been using CKMS (wholly owned corporation of the University of Kentucky) since 1974 for first placement collection services. In order to increase revenue and efficiency, the University has opted to utilize the experience and resources of outside collection agencies.

CKMS has currently been collecting approximately \$4 million per year, with a liquidation rate of approximately 4%.

2.3 University Information

Upon his arrival in 2011, President Eli Capilouto set an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning and academic excellence; fostering a robust research enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared

dialogue about institutional priorities; the University of Kentucky will help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Honors; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 29 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the university's clinical enterprise, UK HealthCare. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

The University of Kentucky Board of Trustees on Friday April 26, 2024 approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK will expand clinical and academic programs as well as result in greater access to high-quality patient care for more Kentuckians. St. Claire can continue its 60-year tradition of serving Northeastern Kentucky for decades to come, operating under the name UK St. Claire. St. Claire HealthCare is one of the largest employers in the region, with over 1,200 staff members, including a growing medical staff of more than 125 physicians and nearly 70 advanced practice professionals representing more than 30 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multi-specialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store, and an outpatient center. Additionally, St. Claire HealthCare provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse

community and its engagement with the larger society. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Economic Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University's goals for increasing participation in procurement projects include but are not limited to the following:

- To ensure the absence of barriers that reduce participation.
- Educate vendors on "how to do business" with the University.
- Support Kentucky located vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement.
- Encourage participation of qualified Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for Kentucky located vendors.
- Sponsor events to assist Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

For additional information regarding how Kentucky located suppliers may participate in this Request for Proposal, submit any questions to the Procurement Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	8/25/25
Deadline for Written Questions	3 p.m. Lexington Time on 9/2/25
RFP Proposals Due	3 p.m. Lexington Time on 9/19/25

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Rebecca Purcell
Procurement Services
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-5479
Fax: (859) 257-1951
E-mail: rpurcell@uky.edu

All communication with the University regarding this RFP should only be directed to the purchasing officer listed above.

3.3 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.4 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Procurement Services website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.5 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom should be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors should not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions should be individually addressed.

3.6 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies.
- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals should be enclosed in sealed envelopes to the above referenced address and should show on the face of the envelope: the closing time and date specified, the solicitation number and

the name and address of the offeror. The technical proposal should be submitted in a sealed envelope and the financial proposal should be submitted in a sealed envelope under separate cover. Both sealed envelopes should have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

An offer and/or modification of an offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.9 Rejection

Grounds for the rejection of proposals include (but not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.10 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda should be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.12 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.13 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.14 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.15 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all should be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.16 Questions

All questions should be submitted by e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.19 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.20 Requirement to Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. Further, should any company or business information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals should be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer should initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview should condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror should submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Include other demographic information that you feel may be applicable to the Invitation for Bids submission.

Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity Not Indicated	

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors should describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

1. Provide the address, telephone and fax number of the service office that will provide collections services and a brief narrative describing the history of your company. This history should demonstrate that the Offeror has a minimum of five (5) years' experience in first placement collection of delinquent medical debt and/or medical account receivables. Identify the number of employees in your company, the ownership and if the company has ever filed for bankruptcy, have had any Bureau of Consumer Financial Protection or Better Business Bureau complaints or if there are any pending liens, claims or lawsuits against the company. If so, describe. In addition, provide the following information:

- A. List of prior names of business if changes have been made.
- B. Name of principal and alternate, their experience and qualifications. People listed should be in the office that will service the account.
- C. Professional affiliations and activities that support and promote the ability to remain current with respect to federal requirements and industry standards.
- D. Description of professional memberships and activities that provide evidence of a commitment to servicing facility and professional medical debt and a strong involvement in the technical and professional medical debt collection community (be specific).

NOTE: Offeror should be an active member in good standing with a professional organization (i.e. American Collectors Association).

- E. Staffing patterns including average workload (i.e., number of clients/accounts) for agency's client representatives and average years of service of client representative in the service office.
- F. Number of collection staff in the service office:
 1. Patient collections
 2. Bilingual
- G. Number of clerical/support staff in the service office.
- H. List of how staff are paid (salary, hourly, commission, etc.)
- I. Average experience of the service representatives for the University account.

- J. Position descriptions as well as a resume for each position dedicated to the University program including those who will be performing significant activities on behalf of the University.
 - K. Unit and position responsible for reviewing, updating, and maintaining compliance with medical debt regulations, as well as the extent of that person's involvement with the American Collectors Association, Healthcare Financial Management Association, Bureau of Consumer Financial Protection, conferences, and other state and federal agencies.
 - L. Organizational chart indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the company. This chart should also show lines of authority to the next senior level of management.
2. The Offeror should provide the University with information regarding all physical and/or business locations from which the Offeror will conduct collection, accounting, and data processing activities for services covered by this RFP.
 3. Provide a list of all the states your agency is licensed to collect. If your agency is not licensed in all states, provide an explanation why license was obtained in this state and a process on how these accounts will be handled.
 4. Provide a letter of certification signed by an authorized representative of the agency, attesting to a statement that the agency is legally able to pursue collection efforts in accordance with its contract with the University, should a contract be awarded, in all licensed states.
 5. Include a description of staff training protocols. The training programs should ensure that collection personnel are adequately trained and have a comprehensive knowledge in the areas of skip tracing, collections, disputes, statute of limitations, Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Practices Act (TCPA), Fair Credit Reporting Act (FCRA), Health Insurance Portability and Accountability Act (HIPPA), and any applicable state laws.
 6. Provide inventory reports that identify the number of accounts being serviced as of June 30, 2025. At a minimum, the report should include the number of consumers, total amount placed for collection, and the total amount due.
 7. Provide a copy of the agency's two (2) most recent annual compliance audits (not just a routine financial statement/audit), prepared in compliance with 34CFR 668.23, and, if applicable, the agency's corrective action plans in response to those audits.

8. Provide certified audited financial statements including a full set of footnotes as follows:
 - A. For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information should be provided to the fullest extent possible or the reasons why, if they are not available.
 - B. For a privately held company, when certified audited financial statements are not prepared; a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions.
9. Include evidence of your current fidelity bond coverage and a statement indicating the value of two months of collections for current accounts currently being serviced and provide evidence of employee fidelity bond coverage.
10. The Offeror should have a minimum inventory of first placement debt collection accounts of 5,000 accounts and \$5,000,000 in account balances as of June 30, 2025. Provide documentation to that effect.
11. If the Offeror has had a contract terminated for default in the last five (5) years, describe such incident. Submit full details for the default including the other parties' name, address, and phone number. Present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five (5) years, so indicate.
12. What is your company's current Moody's, Standard & Poor's or Dun & Bradstreet or comparable rating? What has been your company's rating for each of the last five (5) years? Provide a copy of the latest Dun & Bradstreet report for your company.

4.6 Criteria 2 – Services Defined

1. Provide a brief narrative of how your firm proposes to accomplish the services described in this RFP. Confirm that your proposal and price include all of the services described in this RFP.
2. Include a clear and concise statement that evidences your understanding of debt collections with an emphasis on compliance and state and federal regulations.
3. Discuss the approach and methods of interaction that your staff members pursue with consumers and why such approaches and methods are presumed or intended to result in successful collection efforts.
4. Describe the procedures and practices for the following:
 - A. REFERRAL OF ACCOUNTS FOR COLLECTION
 1. Minimum information required from the University
 2. Acceptable methods of transmission of referrals
 3. Electronic acknowledgement of referral
 - B. COLLECTION STRATEGIES
 1. Training
 2. Compliance with state and federal regulations, such as Fair Debt Collection Practices Act, Telephone Consumer Practices Act, Health Insurance Portability and Accountability, Reg F

3. Collection during Validation period
 4. Methods of contact, i.e. mail, auto-dialer, cell phones, email, text
 5. Frequency of contact with consumer
 6. Consumers with debts referred by multiple clients
 7. Consumers living in closed border states
 8. Payment plans and avoidance of long-term payment plans
 9. Settlement offers
 10. Disputes
 11. Mail returns
 12. Consumer represented by attorney
 13. Time-barred debt
 14. Non-English speaking
 15. Data scrub for bankruptcy or deceased
- C. Accountability
1. Monitoring notes and phone calls
 2. Recorded Calls
 3. Auditing of collectors
- D. Reporting
1. Acknowledgments
 2. Dispute types and resolution
 3. Complaint reasons and resolution
 4. Monthly collection analysis
 5. Monthly reconciliation with the University
 6. Close and Return
- E. FINANCIAL TRANSACTIONS
1. Payments by credit card, electronic fund transfer (EFT), check by phone
 2. Method of remittance of collections to the University
 3. Consumer payments made directly to the University or its billing service
 4. Consumer refunds/overpayments
- F. DATA SECURITY AND ELECTRONIC ACCESS
1. Confidentiality of data and prevention of unauthorized disclosure
 2. Audit trails on system changes
 3. Security provision for electronic information exchange & internet access to system
 4. Backup of data
 5. Disaster recovery provisions
 6. Disposal of records on closed/recalled accounts
 7. Record retention for audit purposes
 8. Any compliance finding resolution
 9. Recent or planned enhancements, upgrades, or replacement
 10. Electronic access & data exchange between agency and the University's system of record
 11. Electronic access to agency's system for University personnel to view reports & referred accounts
 12. PCI compliance
 13. Monitoring user activity
 14. Asset Management and Physical security
 15. Vulnerability Management

G. CLIENT COMMUNICATIONS

1. Transmission of consumer correspondence/forms to the University
2. Dispute notification
3. Third-party notification
4. Consumers/Attorney requests for itemized statements

H. EXAMPLES/EXHIBITS

1. Copy of PL95 letter – validation letter
2. Payment Plan Agreement
3. Letters to consumers
4. Ad hoc report creation capabilities for University personnel

I. CREDIT BUREAU REPORTING

1. Compliance with Fair Credit Reporting Act
2. Information required from the University
3. When are accounts reported
4. Removal of account
5. Dispute resolution
6. Credit reporting agencies

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form should contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information should be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

1. Provide documentation that indicates your collection rate for first placement collections for the periods July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025. Data should distinguish medical and non-medical debt. The date should reflect the number of accounts, the balance due (excluding the agency's collection fees), and the amount collected (excluding the agency's collection fees).
2. Provide a list of your five (5) largest clients (based on the number of assigned accounts) that identifies:
 - A. Name of client
 - B. Name of contact person
 - C. Contact person's address, telephone number, and email address
 - D. Number of years the client has had a continuous contract with your company and the date on which the current contract expires
 - E. Number of accounts serviced, with average percent of recovery
3. Provide a list of all former clients with whom contracts expired or were terminated during the past two (2) years, that identifies:
 - A. Name of client
 - B. Name of contact person
 - C. Contact person's address, telephone number, and email address

- D. Number of years the client had a contract with your company and the date on which the contract expired
- E. Approximate number of accounts that were being serviced at the conclusion of the contract

By submission of a proposal, Offeror grants permission to the University of Kentucky to contact the clients identified in response to questions 2 and 3.

- 4. Provide a detailed plan and schedule for the implementation of the First Placement Debt Collection program. This schedule should include a listing of the specific tasks and milestones required for the successful implementation of the service.
- 5. Provide a statement that the Offeror has the resources available to assure meeting an aggressive implementation schedule.

4.9 Criteria 5 – Other Additional Information

If you provide other services or benefits that have not been addressed in this RFP that would be available to the University, provide a description of those services and their benefits in the collection effort. If there are fees associated with any of the proposed additional services, these costs are to be included in the Financial Summary Form, Section 8.0.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

Lastly, please answer the following questions:

- Describe any investments and capabilities regarding AI/ML
- What is the average tenure of your clients (# of years a client uses your solution)?

5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors should specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements should be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

Secondary Criteria

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals should contain responses to each of the criteria, listed in Section 4 even if the offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP should be effective for one year from the date of award and is renewable for up to nine (9) additional one-year renewal periods. Annual renewal should be contingent upon the University's satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract should be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such a waiver should in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence should not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP should be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, should be the entire agreement between the parties.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The University of Kentucky, Procurement Services, reserves the right to terminate the resulting contract without cause with thirty (30) day written notice. Upon receipt by the contractor of a “notice of termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure may be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10)

calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 **Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 **Indemnification**

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 **Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
Business Automobile Liability covering owned, leased, or non-owned autos
Excess or Umbrella Liability Insurance
Cyber Liability Insurance

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 each occurrence
(BI & PD combined)
\$2,000,000 each occurrence
\$5,000,000 each occurrence

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Auditing

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

6.23 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror should declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror certifies that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at the following link: <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>. Access/click the dropdown menu within the web page for the rates information.

B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing fees for personal service contracts. It states, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at: <https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>.

6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belong to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <https://brand.uky.edu/>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA, and for purposes of this agreement WCAG 2.1 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.28 Printing Statutes

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by Procurement Services.

6.29 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-15.

6.30 HIPAA/BAA Amendment & Confidentiality

Offeror will be required to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA). University of Kentucky master HIPAA/BAA amendment is attached, as Appendix A, and will become an integral part of any agreement.

The contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential any information concerning client and patient data, the business of the University, its financial affairs, relations with students, patients, and employees, as well as any other information which may be specifically classified as confidential by the University in writing to the contractor. All Federal and State regulations and statutes related to confidentiality shall be applicable to the contractor. Specifically, the contractor shall have an appropriate agreement and instructions with its employees to that effect, provided, however that the foregoing will not apply to:

- a) Information which the University has released in writing from being maintained in confidence.
- b) Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected.

Information, which, after disclosure, becomes part of the public domain as defined about, through no act of the contractor.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

1. Types of Placements

Offeror should agree to receive and work accounts as first placement debt collection

2. Referral of Accounts and Performance Review

Once a contract(s) for first placement collection services is awarded, it is the responsibility of the University to ensure that accounts are referred to an appropriate contractor, as deemed necessary. In an effort to promote the maximum success in the collection effort, the University will analyze the performance of each contractor, enabling the University to consider each contractor's performance when making additional referrals. Performance summaries will be compiled from reports provided by the contractor's and the by the University's internal system.

3. Administrative Capability and Responsibility

The Offeror shall demonstrate sufficient administrative capability, knowledge, and resources to ensure the University that it is capable of performing under the contract in compliance with all applicable statutes and regulations as well as with the terms and conditions of the proposed contract.

The Offeror shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in providing the services requested under this RFP by any federal department or agency.

The successful contractor(s) shall provide all services in a timely fashion and in full compliance with all state and federal regulations. The successful contractor(s) shall maintain a file of current federal regulations, policies and procedures. They should also understand, comply with, and maintain a file of all laws, regulations, policies, and procedures pertaining to debt collection practices.

4. Financial Capability and Responsibility

The Offeror shall demonstrate sufficient financial responsibility to perform under the contract and compliance with all applicable statutes and regulations governing bonding requirements and audits.

The Offeror shall agree to obtain a blanket fidelity bond that will be sufficient in amount to comply with the provisions of 34 CFR 674.48(f). The Offeror shall agree to obtain and maintain a fidelity bond in the amount of \$100,000, naming the University of Kentucky as beneficiary, from an insurer with an AM Best rating of A-VII or higher. The University of Kentucky will apply this standard of coverage to all collections on University accounts. Should collections on University accounts average substantially less than \$100,000 for a two-month period, the University will consider permitting the agency to reduce the amount of the bond.

The successful contractor(s) should provide, on at least an annual basis, satisfactory evidence of the required fidelity bond to the University during the period covered by the contract.

5. Authorization to Collect by State/Location

Due to the mobility of its consumers, the University wishes to ensure that collection activities can be pursued over the broadest area possible. The successful contractor(s) should be able to provide comprehensive geographical coverage.

The successful contractor(s) should pursue collection efforts and, if applicable, appropriate judicial remedies in accordance with the resulting contract in most, if not all fifty states of the United States, as well as any other locations outside the United States where the successful contractor(s) are authorized to conduct such activities.

Upon request, the successful contractor(s) should provide a copy of any required or applicable collection agency or business licenses, letters of authority, registrations, permits or bonds to the University.

6. Staffing and Client Consultation

The successful contractor(s) should have and maintain a sufficient number of trained collection staff to perform the activities required under the contract.

The successful contractor(s) should provide, at the request of the University and at the expense of the contractor, for a representative at the senior management level to meet as frequently as quarterly with University-designated personnel for the purpose of exchanging information, ideas, and concerns regarding first placement accounts, and the conduct of the contract in order to ensure adequacy and to promote improvement in service levels available to the University consumers and personnel.

7. Demonstrated Collection Performance

In addition to ensuring that collection activities are conducted in a manner that ensures compliance with federal and state law, the University is concerned that successful contractor(s) demonstrate a consistent, successful record of recovering first placement accounts.

The successful contractor(s) should attempt to ensure the maximum collection rate possible for referred accounts given the nature of the account and the financial circumstances of the consumer.

8. Confidentiality and Information Security

The Health Insurance Portability and Accountability Act (HIPAA) provided protection of data regarding a consumer's personal health information.

The sensitive and critical nature of the data maintained by the successful contractor(s) necessitates security provisions to prevent any unauthorized access to or modification of the data. Prudent data processing practices also demand that the successful contractor(s) provide for routine back up of any electronic data and systems files as well as the development of a disaster recovery plan.

The successful contractor(s) should acknowledge the privacy rights of consumers and agree to maintain the confidentiality of the University and consumers records and data derived from such records in accordance with state and federal statutes and regulations. The successful contractor(s) should not release the records of individuals or information from individual records without ensuring full compliance with all federal and state privacy laws and regulations.

The successful contractor(s) should have and maintain a system of procedures to ensure that access to data it maintains is restricted to authorized University personnel, the contractors authorized personnel and auditors, or other personnel where the University expressly authorizes access in writing.

The successful contractor(s) should provide for regularly scheduled back up of all data and systems and should have an maintain a comprehensive disaster recovery plan that provides for minimal loss of data and minimal disruption in service in the event of a disaster affecting either the contractor or the University.

9. Use of Subcontractors

All subcontractors used by the successful contractor(s) to fulfill the requirements of any resulting contract should be identified to and approved by the University before any work is done.

The University's right to approve or deny the use of any subcontractor is a decision separate and apart from awarding the contract.

10. Referral of Accounts

If consumers fail to respond satisfactorily to billing procedures, the University is required to undertake more intensive collection procedures using either University personnel or the services of a collection agency. If the University cannot convert the account to regular repayment status by the end of 180 days, the University may refer accounts to further collections.

The successful contractor(s) should provide the University with an electronic acknowledgement of each referred account within three (3) business days after the University refers the account to the agency.

In referring accounts, the University will normally provide the following information: patient name, responsible party/consumer name, social security number, date of birth, last known address and phone number, account number, client, client account number, date of service, and the total amount due.

The successful contractor(s) records and reports should reflect the University account number that is at maximum a thirteen (13) digit number.

11. Account Review and Follow-up

The University of Kentucky requires that the successful contractor(s), upon receipt of a referred account, promptly undertake, through proper and lawful means, diligent collection procedures to achieve a maximum recovery on all accounts referred by the University without regard to the dollar amount of the account.

It is mandatory that the contractor send the required validation letter (PL 95) within five (5) working days after placement by the University.

Upon establishing contact with the consumer, the contractor will recite the Mini-Miranda as required by the Fair Debt Collections Practices Act (FDCPA).

The contractor should review and actively work each account at least once each twenty (20) working days. Each review and work activity should be documented when taken and this documentation should be made available to the University at reasonable times.

The contractor should forward any request for settlements, cancellation, or third-party billing to the University within five (5) working days of receipt of such a request.

The contractor should notify the University within five (5) working days in the event of discovering a consumer's death. The notification should include as much detailed information as possible, minimum date of death and state where death occurred.

The contractor should notify the University within five (5) working days in the event of discovering a consumer has filed bankruptcy. The notification should include as much detailed information as possible, minimum case number and social security number.

The contractor should notify the University monthly of any new addresses or telephone numbers associated with accounts assigned by the University to the contractor.

12. Collection Procedures

In assigning accounts, the University requires that the successful contractor(s) pursue available collection activities in order to demonstrate due diligence in the collection of the debt and comply with provisions of the Fair Debt Collection Practices Act (FDCPA) and applicable state statutes and regulations.

The contractor should pursue collection of first placement accounts referred by the University, in accordance with due diligence requirements and conformance with the requirements of the Fair Debt Collection Practices Act (FDCPA) and all other applicable federal and state laws. The contractor should not, under any circumstances, use threats, intimidation, or harassment of the consumer in the collection of accounts.

The contractor should make every effort to avoid establishing long-term payment plans.

13. Credit Bureau Reporting:

The successful contractor(s) should have the capability of reporting first placement accounts with all major credit reporting entities, at no additional cost to the University.

The contractor should comply with the Fair Credit Reporting Act (FCRA). Any account still listed after seven years, should be removed from the credit bureaus. If UK requests credit bureau reporting, the contractor should list the account with the credit bureaus as a collection item. The account will continue to be updated only as long as it remains a collection item with the contractor. If the account is paid in full (PIF) or settled in full (SIF), it will be removed immediately from the consumer's credit report.

The contractor will remove an account from the bureaus if certain conditions are met, including, but not limited to, the following:

- Health insurance or other third-party payer needs to be billed on the account
- Account has been recalled by the University

If an account is disputed by a consumer, the contractor will update the account to stop collection activity while the disputed account is investigated for validity. The contractor takes full responsibility for the Validation of Debt. The contractor will secure proof of debt from UK and the validation of debt is provided to the consumer. Upon conclusion of investigating the disputed account, the contractor may remove the account from the three major credit bureaus, if UK is unable to provide validation or proof of a just binding and legal debt. However, if the investigation supports the debt as a valid and just binding-legal debt, the account will remain on the credit report and collection activity will resume.

14. Restrictions on Collection Activities

In certain instances, the University and/or the successful contractor(s) should restrict or limit collection activities. When the University and/or contractor receives notice that a consumer has filed for protection under the Bankruptcy Code, the University and contractor should cease all collection efforts outside of the bankruptcy proceeding.

The contractor should immediately close and return all accounts in which the consumer has filed a petition for bankruptcy, upon receipt of reliable information that a petition has been filed.

Should the contractor receive notification that a consumer has filed for bankruptcy from a source other than the University, the contractor should immediately notify the University and forward copies of all relevant documents to the University, including any notice received. Such documents should be forwarded within two (2) working days.

The contractor should acknowledge the importance of rapid, same day or near same day turnaround of such documents. Should the contractor hold a Chapter 13 Notice of Bankruptcy Case Meeting of Creditors and deadlines into the third day after receipt, the contractor agrees to inform the University of the Notice and agrees to electronically transmit a copy of the Notice to the University.

In pursuing collection of an account, the contractor should attempt to obtain a signed payment agreement from the consumer and should provide the University with a copy of the agreement.

The contractor should not enter into any agreement with a consumer which may restrict or foreclose the University from exercising its right to offset monies the state owes the consumer or which restricts or forecloses the University from withholding services until the entire delinquency is repaid.

The contractor should not agree to a compromise settlement or waive any collection costs or charges without prior written authorization from the University.

15. Recording, Depositing, and Remitting Collections

For all accounts referred by the University, the successful contractor(s) should post each payment to a consumer's account and deposit the proceeds into the appropriate bank account within twenty-four (24) hours or one business day of receipt.

The contractor should establish and continuously monitor any lock-box and remittance banking arrangements necessary for the receipt and handling of payments from University consumers.

The contractor should be responsible for the safekeeping of the payments made by University consumers, from the time the payments are in the possession of the contractor or its subcontracted servicer(s) until the funds are remitted to the University.

The contractor should ensure that all procedures employed to handle, record, and transfer payments made by University consumers are following generally accepted accounting and auditing principles.

The contractor is not authorized to establish any bank account in the name of the University unless such authorization is in writing from the University. The contractor may, however, name the University as a beneficiary to a trust account, established by the contractor for the sole

purpose of retaining the University account repayments until those funds are transferred to the University or its billing service.

Any bank account into which funds received on behalf of University consumers are deposited should meet the following criteria:

- All bank accounts should be insured, and
- If the bank accounts are interest bearing, all interest earnings should accrue to the University

The contractor should remit daily to the University all financial transactions on each account posted the prior day. Account return/closures will be sent daily via electronic file to the University. A separate remittance should be made for each client for which payments are received.

The contractor should prepare a detailed report of payments recorded for each client and include that report with each remittance. If applicable, the contractor should submit copies of the remittance reports and the remittance checks to the University at the same time they are remitted to the designated billing agent. The preferred method of remittance is by ACH to the University.

The remittance report should identify the consumer and account number, the total amount of the payment, the amount of the portion of the payment to be posted to collection balance paid by the consumer, the amount of the contractor's contingency fee, and the amount remitted to the University. The contractor should include a sample of this report with the response to the RFP.

In no event is the contractor or any of its subcontractors permitted to retain collections on the University's accounts past the 15th day of the following month. If a contractor or any of its subcontractors retains any collections owing to the University past the 15th day of the following month, the contractor should be liable to the University for an appropriate amount of presumed interest earnings regardless of whether the funds were retained in an interest-bearing account. If contractor or any of its subcontractors retains any collections owing to the University for more than 45 days in an account that was not interest bearing, the contract should be subject to immediate cancellation

Any amounts received by the contractor that are in excess of that which is due and payable are overpayments and should be forwarded to the University in full with an explanation that the amount is an overpayment. The contractor is not entitled to and should not deduct, withhold, or otherwise claim any contingency fee on any overpayment.

16. Information Management and Data Processing Capabilities

The University is required to retain a repayment history for each consumer that shows the date and amount of each repayment over the life of the debt, the amount of each repayment credited to principal, interest, collection costs, and penalty or late charges. The repayment history is also to reflect the date, nature, and result of each contact with the consumer in the collection of an overdue account as well as copies of all correspondence to or from the consumer, except bills, routine overdue notices, and routine form letters.

Increasingly, the maintenance of requisite data and the servicing of first placement accounts require sophisticated and reliable information management and data processing capabilities on

the part of the contractor. Extensive data be retained in order to document due care and diligence in the collection of first placement accounts, and variations in University procedures and preferences call for certain flexible options in fulfilling the servicing and reporting needs of the University.

The dynamic nature of the information on the contractor's system and the need for timely access to that information on the part of University personnel has contributed to increased on-line access to information available from billing and collection agencies.

The contractor should maintain records for all accounts referred by the University indicating the original balance referred and any payments received.

The contractor should have established systems with internal control structures that ensure compliance with all applicable federal statutes and regulations governing the administration of first placement accounts.

The contractor should provide for recording, reconciling, and reporting of financial information and transactions in accordance with good business practices and generally accepted accounting principles.

The contractor should maintain a complete file for each referred account for a minimum of three (3) years after the account has been returned to the University. Such records should meet audit standards acceptable to federal and state agencies.

To the extent practicable, the contractor should make use of the ability to access records and reports made available electronically by the by the University.

The contractor should reconcile and verify its records each month with records supplied by the University or its designated billing service to ensure that the names, account numbers, referred amounts, transactions, and balances of each account are correct.

The contractor should make all adjustments and corrections to consumers' accounts within five (5) business days of notification of such needed action.

Any required adjustment to an account should be made only against monies from that same client. If no money is collected for a client for a period in which an adjustment should be made, the adjustment should be invoiced separately.

The contractor should permit the University or its designated agent to examine the contractor's records relative to the University's accounts at reasonable times.

The contractor should retain a copy of all documentation received from the University, the consumer, or other sources regarding each account on the contractor's system for the requisite period of time.

Original documents that the contractor receives from the consumer and other sources other than the University should be forwarded to the University. Should the capability be available and the University requests it, an electronic image of the original document may be transmitted to the University in lieu of the original document.

The contractor should be required to provide a copy of any document retained by the contractor to the University within five (5) business days of receipt of a request for the document.

17. Reporting Requirements

All monthly reports should be available electronically in Excel format by the 3rd business day of each month.

The contractor should provide a standard "Status Report" to the University on a monthly basis that includes all accounts currently referred to the contractor and reflects the current status of the account, all debits (including penalty charges, late fees, interest, principal, collection fees) and credits by type of payment to the account during the previous month, and the balance as of the end of the previous month. The status report should also reflect the last activity for the account (i.e., settlement, cancellation, bankruptcy, or other non-payment adjustment) and the last date of payment by the consumer. The report should separate each client, and should be organized in alphabetical order by the consumer's last and first names.

The contractor should also provide a standard "Inventory Report" to the University on a monthly basis that includes all accounts currently assigned to the contractor. The report should either segregate active and inactive accounts or be generated separately for active and inactive accounts.

For reporting purposes, the contractor should purge inactive accounts at the end of each fiscal year and provide a separate "Inventory Report" of the purged accounts.

The contractor should provide a monthly "Collection Analysis" report to the University that provides information on its performance under the contract for all accounts referred by the University. The report should differentiate between clients. This report should also be available at other times upon demand of the University. The University may also request a special format for this information.

The contractor should provide a "Cancel and Return" report to the University that lists each account recalled, returned or canceled, the date of return, the specific reason for return, the date the account was referred, the total amount of referral, the balance of the account, and the status of the account. The contractor should also provide individual consumer "cancel and return" forms, upon request.

18. Customer Service

In managing first placement accounts, the University is committed to providing consumers with timely, accurate, and courteous service. The University expects its third-party agencies to exhibit the same commitment to consumers and to their clients.

The contractor should provide consumers and client personnel with excellent service to ensure that:

- Consumers know and understand their rights and responsibilities;
- Communication of information to consumers is accurate, timely, and courteous; and
- Customer complaints are acted upon immediately to correct errors or omissions and to change work practices and processes to eliminate the causes of the customer complaint.

The contractor should provide a toll-free telephone number to provide consumers with access to the contractor.

The contractor should provide toll-free telephone access by which University personnel can contact the contractor for assistance with respect to individual accounts. The contractor should provide the University with current contact information including the name, telephone number,

and e-mail address for the contractor's personnel to whom various questions and requests should be directed. This information should be routinely updated as necessary during the period of the contract.

19. Cancellation and Return of Data

Upon conclusion or termination of the contract the successful contractor(s) will be responsible for returning all data associated with University accounts.

The contractor should return individual accounts to the University as uncollectible when all reasonable attempts to collect or locate the consumer have been exhausted.

The contractor should not retain an account for more than twelve (12) months for a first placement referral, and will automatically cancel and return the account unless one of the following has occurred as a result of the contractor's activities:

- Payments have been received;
- A written payment agreement has been executed with, and signed by the consumer, and the consumer is making timely payments;
- Payment is assured because of an ascertained future event, provided the contractor has diligently complied with requirements necessary to ensure payment of the claim upon the occurrence of such event, and that the event is documented or justified to the University's satisfaction.

Upon termination of the contract, the contractor may retain paying accounts for thirty (30) calendar days after the date of expiration or termination of the contract.

The University should have the right to recall any individual or groups of accounts from the contractor, without charge or penalty, when any of the following circumstances occurs:

- Fifteen (15) or fewer working days have elapsed since the contractor acknowledged receipt of the accounts;
- It is discovered that an account has health insurance or third-party payer;
- The University has determined that the account is publicly sensitive or that the best interests of the University would not be served by the contractor's efforts;
- The account is owed by a consumer who has filed a Chapter 7 or Chapter 13 bankruptcy petition;
- The consumer is deceased;
- The account was placed in error; or
- The University has determined that due diligence has not been exercised by the contractor.

The contractor should provide a "Cancel and Return Report" to the University that lists each account recalled, returned or canceled, the date of return, the specific reason for return, the date the account was referred, the total amount of referral, the balance of the account, and the status of the account. The contractor should also provide individual consumer "cancel and return" forms for placement in individual consumer files, upon request.

The contractor should, for each recalled, returned or canceled account, transmit to the University any original media provided by the University, the most recent known addresses and telephone numbers for the consumer, and detailed documentation of all collection efforts. All

materials that relate to a returned or canceled account should be bundled together and returned at the same time.

20. Contingent Collection

The successful contractor(s) should not assess or collect contingent collection costs on the following:

- Any amount received directly by the University within ten (10) calendar days following the date that the contractor acknowledges acceptance of the account.
- Any amount of the account balance that is reduced as a result of a credit or debit adjustment or cancellation.
- Any payment received where a subsequent reversal occurs (the contractor should refund any commission paid on the account for the reversed payment).
- Any amount received by the contractor or directly by the University on a recalled account subsequent to five (5) calendar days after the University has notified the contractor of recall of the account.
- Any payment received by an insurance company or other third-party payer that was a direct result of performance by the University.
- Any overpayment or amount collected in excess of the amount referred by the University plus accrued payment, including interest.

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered.

8.1 Mandatory Services (Section 7.1)

One contingency fee, based on collections, for all payers/types of accounts:

\$ _____

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Additional Financial Commitment

The University is interested in partnering with suppliers in a strategic manner beyond the scope of the business arrangement. Offerors may submit proposals for mutually beneficial activities. Options may include a signing bonus, scholarships, internships, research, development, commitment to hire University graduates, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.