

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
COLLECTION AGENCY SERVICES  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
MU HEALTH CARE  
RFP # 21127  
DUE DATE: OCTOBER 29, 2021  
TIME: 12:00 PM CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Kyla Rogers

Sr. Business Services Consultant

University of Missouri Procurement

2910 LeMone Industrial Blvd

Columbia, MO 65201

Date Issued: September 29, 2021

**RFP # 21127**

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## NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of COLLECTION AGENCY SERVICES, **RFP #21127** which will be received by the undersigned at University of Missouri Procurement, until **October 29, 2021, at 12:00 p.m. CDT. The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening.**

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Kyla Rogers  
University of Missouri Procurement  
2910 LeMone Industrial Blvd  
Columbia, Missouri 65201  
rogersk@umsystem.edu*

**All questions regarding the RFP must be received no later than 1:00 PM CDT on 11 of October 2021.**

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Kyla Rogers

Sr. Business Service Consultant  
University of Missouri Procurement  
2910 LeMone Industrial Blvd  
Columbia, MO 65201

**UNIVERSITY OF MISSOURI  
REQUEST FOR PROPOSAL (RFP)  
GENERAL TERMS AND CONDITIONS  
&  
INSTRUCTIONS TO RESPONDENTS**

**A. General Terms and Conditions**

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The supplier shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
  - African American
  - Asian American (including Pacific Asian and Subcontinent Asian)
  - Hispanic American
  - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service-Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

**Tier 2 Diverse Supplier Spending and Reporting:** The University strongly encourages Supplier Diversity participation in all contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect. Definitions and further explanation of these options is included in the Supplier Diversity Participation Form attached hereto.

**Supplier Diversity Participation Form:** If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University may monitor the supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
11. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

- 12. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Supplier agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health, is regulated under federal or state laws with regard to contracting with suppliers. The Respondent represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Respondent agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

**13. Compliance with CDC Guidelines: (If Applicable)**

Due to the changing nature of the COVID-19 pandemic, successful Supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

**NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE:**

In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

**14. Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

**15. Contractor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

**B. Instructions to Respondents**



1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #21127 for COLLECTION AGENCY SERVICES, mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kyla Rogers.**

To receive consideration, Request for Proposals must be received, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

**UNIVERSITY OF MISSOURI**  
**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

**1. OBJECTIVE**

The Curators of the University of Missouri, a public organization, propose to contract on behalf of MU Health (hereinafter referred to as "University") and any other business unit or affiliate within the UM System with an organization (hereinafter referred to as "Supplier"), to provide collection agency services as described herein. At the sole option of the University, any additional services outside the specific scope of this RFP, the awarded vendor(s) provides or specializes in, can be accessed through this contract with appropriate submission of proposal or statement of work.

This RFP may be awarded to multiple suppliers at the sole discretion of the University.

**2. SCOPE**

MU Health, which includes multiple locations (University Hospital, Women's and Children's Hospital, Ellis Fischel, Missouri Orthopedic Institute and Missouri Psychiatric Center (MUPC) as well as over 926 providers request proposals from qualified vendors for account balance collection services. All hospital accounts will be consolidated into one client account (Hospital Patient accounts) and all provider accounts will be handled as a second client (University Physicians). Collections agencies must bid on the total business (HPA and UP together). Currently files are transferred to collection agencies on a weekly basis with following average volumes:

HPA - \$3,327,184 charges and 1,480 visits monthly

UP - \$ 2,463,488 charges and 20,548 invoices monthly

HPA and UP are handled internally by a joint team so a successful bidder will be working with one internal supervisor and team for both UP and HPA balances. Patients typically receive three monthly statements and possibly outgoing calls, text messages and emails before accounts are considered for placement with a collection agency.

**3. BACKGROUND UNIVERSITY INFORMATION**

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 24,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

**MU HEALTH.** As part of the state's premier academic health system, University of Missouri Health Care offers a full spectrum of care, ranging from primary care to highly specialized, multidisciplinary treatment for patients with the most severe illnesses and injuries. Patients from each of Missouri's 114 counties are served by approximately 7,146 physicians, nurses and health care professionals at MU Health. MU Health is comprised of five hospitals: Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, the Missouri Psychiatric Center, University Hospital, and Women's and Children's Hospital, as well as 58 outpatient clinics. The inpatient hospitals have a combined 632 beds. Affiliates of MU Health include Capital Region Medical Center, Columbia Family Medical Group, Columbia Surgical Associates, Health Network of Missouri, MPact Health and Rusk Rehabilitation Center. MU Health also partners with Cerner Corporation, a Missouri based supplier of health information technology solutions, services, devices and hardware through the Tiger Institute for Health Innovation. The Tiger Institute serves as MUHC's IT function along with working alongside MUHC clinicians and staff to develop innovative improvements to Cerner technology products. The health system is consistently ranked as a top performer in information technology advances. MU Health's Ellis Fischel Cancer Center. MU Health is one of only two tier-one safety net health systems in Missouri (the other being Truman Medical Center in Kansas City).

#### **4. VENDOR PRESENTATION/DEMO**

Vendors may be required to provide demo/presentations to the RFP review team. Once response has been received, opened, and reviewed, invites will be sent to those vendors selected to participate in presentations if required.

#### **5. CONTRACT PERIOD**

The contract period shall be from the date of award for one (1) year with the option by the University to renew for five (5) additional one-year periods.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

#### **6. INSTRUCTIONS FOR PROPOSAL RESPONSE**



**Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Specifications outlined within.** Respondents are required to **fully** respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability and how to meet the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee both Mandatory and Desirable specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject supplier’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked and do not include large graphics. These are not valuable in the volume of information the various evaluating teams must review.

Please limit your proposal responses to no more than one hundred (100) pages in response to the criteria.

Proposals must be submitted in the number and manner as specified below:

**Volume I** – Functional section **MUST** be submitted in a sealed envelope with one (1) paper copies and one (1) electronic copy via a non-password protected flash drive in PDF format and must contain **in this order**: No pricing information should be included in Volume 1 submission.

- Response to Information for Respondents and General Conditions,
- Mandatory Specifications and supplier responses,
- Desirable Specifications and supplier responses,
- If there is a supplier related contract that must be signed as part of doing business, it should also be included in this section.

**Volume II** – Financial Section **MUST** be submitted in a separately sealed envelope with one (1) paper copy and one (1) electronic copy via a non-password protected flash drive in PDF format and contain **in this order**:

- Request for Proposal Form with any supplemental pricing schedules, if applicable.
- Authorized Respondent Representation.
- Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical.
- Attachment A - Supplier Diversity Participation Form.
- Attachment B – Supplier Registration Information.
- Financial statements, if required.

Respondent must complete and return the University Proposal Form with proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be plainly marked: Request for Proposal #21127 for COLLECTION AGENCY SERVICES, mailed and/or hand delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd., Columbia, MO 65201, Attn: Kyla Rogers.**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

**Confidentiality of Information:**

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

**7. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL**

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to suppliers' responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request suppliers to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

The University may request suppliers selected as finalists to come onsite to the University, at the supplier's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

**8. INSURANCE REQUIREMENTS**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at an UM event must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri, its officers, employees and agents endorsed as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability (If required in service performance) Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

#### Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **9. BUSINESS ASSOCIATE REQUIREMENTS**

If the services requested by MUHC via this RFP require the respondents to use and/or disclose protected health information (PHI), a "Business Associate" relationship exists. The following 19 identifiers, together or individually, may constitute PHI:

1. Names;
2. All geographic subdivisions smaller than a state (e.g. street address, city, county, precinct, zip code);
3. All dates related to the individual (e.g. date of birth, admission date, discharge date, date of death);
4. Telephone number;
5. Fax number;
6. Electronic mail addresses;

7. Social Security Number (SSN);
8. Medical record number;
9. Health plan numbers;
10. Account numbers;
11. Certificate or license numbers;
12. Vehicle identification/serial numbers, including license plate numbers;
13. Device identification/serial numbers;
14. Universal resource locators (URL's);
15. Internet protocol (IP) addresses;
16. Biometric identifiers;
17. Full face photographs and comparable images;
18. Genetic information; or
19. Any other unique identifying number, characteristic or code

If a Business Associate relationship is determined to exist, the awarded supplier will be required to sign the University's Business Associate Agreement at the time of contract execution.

## **10. SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY PURCHASES**

As part of the selection process, Respondents must demonstrate compliance with the security criteria listed in the categories stated on the attached "Data Breach Addendum" (Attachment D) and "University of Missouri Information Security Questionnaire" (ITSQ) spreadsheet (Attachment E) by responding in writing to every statement and question. It is the respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations. Validation of the answers provided by the respondent may be conducted during the review/assessment process. Any erroneous information could limit the respondent's ability to finalize implementation of the proposed solution. Please include any security white papers, technical documents, or policies that are applicable. Failure to provide the necessary information to meet the requirements in this section could lead to disqualification. The University assigns data classification levels (DCL) for all University owned or hosted IT-based systems. **This system will have a DCL level of 4.** Security requirements for all DCS levels can be found at: <https://www.umsystem.edu/ums/is/infosec/classification-device-guidelines>. The University of Missouri reserves the right to periodically audit any or all hardware and/or software infrastructure provided by the supplier to ensure compliance with industry standards and best practices, as well as the requirements of the University's DCS. When applicable, the University of Missouri requires compliance with the Health Insurance Portability and Accountability Act (HIPAA), FERPA, GLBA, PCI specifications, and all other applicable state, local and federal laws and regulations.

## **11. MANDATORY CRITERIA**

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

1. The Contractor understands that the University shall perform appropriate oral or written demands informing the debtor to the consequences of his failure to make payments prior to turning accounts over to Contractor.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

2. The Contractor is a member of a collection association. Provide a list of association memberships.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

3. *Is the list attached as requested?*

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

4. The Contractor understands that no employee of the Contractor shall have a past due account with the University.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

5. Does the Contractor have a specific individual (with designated alternates) to contact regarding day-to-day operations for servicing of accounts.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

*Provide resumes of the individuals that will be assigned to the University.*

List different contacts or offices,

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Pager: \_\_\_\_\_

Hours \_\_\_\_\_

6. The Contractor must pick up the file from the University secure FTP server and place their files back onto the University secure FTP server. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

7. University Healthcare and University Physicians will place payment files for each entity on the secure FTP server on a weekly basis. Contractor will be required to pick payment files up and post in a timely and accurate manner to their system demonstrating accurate interpretation of all payment/transaction codes utilized by University Healthcare and University Physicians. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

8. Does the Contractor have current computer capability to handle account placements, a payment file based on specified format, (see Exhibit A), and returns electronically? Need to insure Exhibit A (File Spec – outbound file and payment file specifications) is up to date for both hospital and physicians

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

*Identify computer capabilities and available services. List type of computer system used.*

9. The Contractor shall be responsible for providing all necessary collection forms, letters, etc. The University reserves the right to approve/disapprove content of the forms to be used by the Contractor. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

*Provide specific examples of the forms your organization utilizes.*

10. The Contractor shall be responsible for all of its clerical activities related to collection services for the University. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

11. The Contractor shall promptly undertake, through proper and lawful means, the collection of all amounts referred by the University without regard to the amount. The Contractor shall not, under any circumstances, use any threats, intimidation, or harassment of debtor, or any parties, in the collection of accounts or violate any applicable Federal or State law, rule or regulation issued pursuant thereto as pertains to activities of the Contractor. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

*Describe internal policies in place to insure these conditions are met.*

12. Collection Process: The Contractor shall implement thorough collection procedures in the attempt to achieve a maximum recovery of debts. Contractor shall have no authority to file suit on any account referred by University. No litigation will be initiated and no attorney assigned to represent the University without the prior approval of the Office of General Counsel, University of Missouri. **The Contractor must receive written authority from the University prior to filing suit on any account. The UP and HPA Senior Leadership level must approve any attorneys involved with approved authority to file suit.** The Contractor shall make every effort to collect amounts prior to making suit recommendations. If the Contractor is requesting authority to file suit, a copy of a current credit bureau report must accompany the request.

Any filing fees required for institution of legal action shall be advanced by the Contractor. In the event monies are collected as a result of legal action, the Contractor shall deduct the filing fee from the collected amount.

Contractor shall suspend action either temporarily or permanently on any account, upon notification by University. **If Contractor has no evidence of probability to collect or no legal action taken after eight (8) months from referral date for University Healthcare and twenty four (24) months for University Physicians, account shall be returned to University Healthcare and University Physicians for all active balances at guarantor level.** In addition, upon request by the University, Contractor shall immediately return an account to the University. There is to be no penalty assessed to University for accounts suspended or returned to University. Can Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

*Include attorney names and addresses utilized in collection procedures as part of the response.*

13. The attorney(s) utilized in the collection process for University Healthcare and University Physicians must be licensed in the State of Missouri. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

14. The Contractor shall report suit payments by specific visit or invoice number on their posting remit and shall report payments starting with oldest date of service to newest date of service on a separate payment file. Also, suit payments shall be reported toward principal first and then toward interest and court costs (see Exhibit B). Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**



15. If a debtor files for bankruptcy, the Contractor shall cease and desist and return account to the University on their weekly Request file sent to us with the bankruptcy notice. Request should specify only charges covered under bankruptcy (see Exhibit B). Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

16. The Contractor shall submit a list to the University of all active accounts as requested. (see Exhibit B). Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

17. Each Contractor will be required to conduct routine reconciliations of their active inventory as scheduled by the University. (Will be at minimum once each quarter based upon calendar year). Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

18. The Contractor shall notify the University on all closed accounts within 30 days and include a summary of all collection activity.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

19. The Contractor shall submit a list every 30 days on active accounts that are either on hold or have suit filed or approved. The Contractor shall provide two lists: one list of the active accounts currently on hold and a separate list of the suit accounts for University Healthcare as well as University Physicians that will include placement date, current balance, last payment date and amount. (see Exhibit B). Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

20. The Contractor must provide proof of malpractice insurance if the account is to be referred to an attorney. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

21. The Contractor shall indemnify and save harmless the Curators of the University of Missouri, its officers, employees and agents from any loss, cost, damage or expense including reasonable attorney fees incurred as a result of Contractor's actions pursuant to this agreement or any agent of Contractor. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

22. Remittance Process: The Contractor shall remit to the University, monthly, **ALL** gross monies collected, including any pre- and post- judgment interest. The remittance is to be accompanied by a statement of monies collected showing original amount, the amount of payment, date of payment, payment to client, commission due, remaining balances, and status on the accounts and an electronic payment file (see limiting criteria 9.5.) for the purpose of electronic payment posting. The Contractor shall submit all monies to the University within 30 days after receipt. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

23. Upon review of each statement by the University, University will remit to Contractor its appropriate collection fee as stated in the contract. In the event that payment is made directly to the University by debtor following referral of the account to Contractor, University shall pay Contractor the collection fee for such account. Provided, however, if payment to the University is unrelated to effort undertaken by the Contractor, the University shall have no obligation to pay such a fee. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

24. If payment is received within 10 days of placement, the Contractor shall charge no fee. In the event of a debt being reduced by University's cancellation, Contractor's fee shall apply only to the amount actually collected within 45 days of cancel date and not to the amount of the reduction and Contractor shall submit a separate statement to the University for Payment. In the event monies are collected as a result of legal action, the Contractor shall submit a statement to the University. This statement should show a total amount remitted by debtor and a breakdown showing amount to attorney, court costs, amount to the University, Contractor's commission and gross amount to the University to that effect. Any interest collected on the University's behalf as the result of a legal action should be reported on a separate remit monthly for both University Healthcare and University Physicians. University Physicians requires the following: 1) One original payment documentation, which includes patient names, and 2) Two paper copies with no patient names and a summary or statement that identifies all charges. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

25. The Contractor shall provide a monthly list of all bad checks received on a separate report. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

26. The Contractor must provide the University with updated addresses of debtor on a monthly basis. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

27. The Contractor must have the capability of a separate skip-tracing unit for bad address accounts. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

28. The Contractor must provide a monthly summary of account activity each month separately for University Healthcare and University Physicians. This summary is to include the total number of accounts worked, total number of collection calls attempted, total number of Payment Plans achieved, and status of account. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

29. The Contractor must provide the following reports (see Exhibit B). Respondent must provide samples of each with proposal. The contractor shall provide these and/or other reports upon request.

- a. Separate reports for each entity (University Healthcare, University Physicians) forwarding account.
- b. Acknowledgement of accounts forwarded for collection.  
Monthly reports that reflect the accumulative alphabetical listing of all accounts turned over including activity.
  - Data required;
  - Date placed, Amount placed, Current balance,
  - Debtor's status, Last contact date, University account number.
- c. List of cancelled accounts as they occur and summary of collection activity.
- d. Monthly inventory of accounts and status of each account.
- e. Monthly remittance statements must include debtor's name, University account number, date debtor made payment, code for type of payment (i.e., Partial, paid in full, etc.), gross amount paid to agency, gross amount paid to University if debtor's payment was sent directly to the University rather than the agency, total amount due agency, net amount due the University, and debtor's current balance.
- f. Weekly report of accounts reported with insurance found to be reviewed by University Healthcare and University Physicians, and approved to be closed and returned.

Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

Are samples of each report provided with your proposal?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

30. The Contractor must allow the University to have accounts held for specific periods of time without any collection effort or reporting to credit bureaus based upon Fair Debt Collection Practices Act (FDCPA) standards. These are protested balance accounts and the University needs time to investigate and determine validity. Any accounts the University has requested a hold on for longer than 30 days should be placed on a weekly spreadsheet and sent to the University for a Status Check. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

31. The Contractor must have the capability to report accounts that meet the following criteria to its national credit reporting agencies.

- a. non contested accounts
- b. non-hold collection effort accounts
- c. Accounts turned at least 60 days previous to begin reported

Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

32. The Contractor shall remove all account requested to be closed by the University from the patient's credit report. Notification will be mailed by the Contractor to the patient and a carbon copy to the University, to advise that the debt has been closed and will be removed from the patient's credit report within 30 days. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

33. The Contractor must establish a University Healthcare client number and a University Physician client number, since each is separate and will require its own services/reporting. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

34. The Contractor must retain detailed records of each account's collection transactions that must be available to the University upon request, to include call recordings. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

35. The Contractor shall understand and agree that the University reserves the right to audit contractor's records regarding this contract.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

36. The Contractor shall reimburse the University for any amount which becomes uncollectible or which is lost due to any act or omission of the Contractor. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization of the University, acknowledging that a payment constitutes payment in full when in fact the debt is not paid in full, failing to update accounts resulting in a court judgment which includes less than the amount due and payable, and failing to promptly notify appropriate personnel at the University of a bankruptcy filing or an open estate so as to allow the timely filing of a claim or other appropriate response. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

37. The Contractor must allow the University the right to recall accounts at any time for any reason, at no cost to University Healthcare or University Physicians.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

38. The Contractors working with hospital and physician accounts must provide staffing for approximately \$3,327,184 (average of 1,480 visits) in new hospital business each month and \$2,463,488 (average of 20,548 invoices) in new physician account business each month. This is total business. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

*How many FTEs will be assigned to University accounts?*

39. The Contractor must report on a weekly spreadsheet all government and commercial discovered Insurance, Medicare, Medicaid, and Champus to the University for billing. Any balances remaining may be returned to the agency as a new placement. For University Physicians these will be included in the normal placement file. For University Healthcare, these will have to be manually placed back into the Contractor's open inventory as they do not appear on the normal placement file. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

40. Health Insurance Portability and Accountability Act requires the University to have contractual compliance by each external business performing services for the University or on the University's behalf that have access to patient and employee confidential information. Contractors will be required to comply and sign Business Associate Agreement as presented in Exhibit D. The University must also be assured that each individual employed by the external contractor or performing services as a contracted individual having access to the same type of information agree to comply. Can the Contractor and its employees comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

Is a signed copy of Exhibit D included with the response?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

41. The Contractor must provide free in-house collection seminar(s) and training to the University upon request. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

*Describe the seminars and training available at no charge.*

42. The Contractor should adhere to the University's Budget Policy when payment in full is unable to be obtained. Any budget plan that exceeds 15 months must be approved through University Administration (see Attachment C). Can the Contractor comply?

Include current budget plan policy for Attachment C

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

43. The Contractor agrees to provide written notification of balance due on each account to the patient at a minimum of every 30 days. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

44. The Contractor must be able to accept VISA, MASTERCARD, and DISCOVER payments from patients with no processing fee, to patient or University Healthcare or University Physicians. Most recent Attestation of Compliance (AOC) must be included with your response Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

45. Contractor must establish workflow, transparent to the patient, with University Healthcare and University Physicians to accept Health Savings Account (HSA) payments as requested. Can the Contractor comply?

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

46. All systems containing University data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with commercially reasonable policies and standards regarding data usage and information security, including but not limited to security reviews, scanning and penetration tests, antivirus protection, secure development, patch management, and access controls.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

47. The University is the sole and exclusive owner of the data held in the "system." All data brought into the system must be treated as confidential data. The contractor agrees to not access or use this data for any purpose unless explicitly agreed to in a separate agreement. These rights are retained even through a provider acquisition or bankruptcy event.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

48. Contractor agrees to be responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transaction by Bank. Contractor is required to be in compliance, as applicable, with the current or successor for Payment Card Industry Data Security Standard (PCI DSS) and provide written attestation of compliance as requested by University. Contractor acknowledges and agrees that cardholder data may be used only for completing the contracted services as described in the Agreement, or as required by PCI DSS, or as required by applicable law. Contractor will notify University immediately if they become non-compliant, or if any security incidents with an impact on cardholder data (including but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

49. The Contractor shall understand and agree that payments must be prorated across family member's accounts and applied to oldest invoices first as designated by lowest invoice number sequence.

**Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_**

## **12. DESIRABLE CRITERIA**

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

### **COLLECTION PROCEDURES:**

1. Respondent should have a procedure in place for the University to turn over accounts. Explain the procedure for turning accounts over to your agency and note any deviations of requirements. Evaluation will be based upon how well the procedure meets with University needs.

2. Respondent should have collections procedures and policies. Include a copy of your collection procedures and standards graduated by dollar thresholds. Also include a copy of your current collection policies. Evaluation will be based upon quality of procedures and standards described.
3. List and provide evidence of the average contacts made by your collectors per day.
4. How do you verify or handle complaints our clients have about type of treatment; e.g., name calling, etc.? Evaluation will be based upon quality of complaint handling and responsiveness described.
5. Respondent should monitor collector's calls and activities. Explain any methods used by your agency to monitor collector's calls and activities, especially in case of complaints about a particular collector. Evaluation will be based upon the quality of the monitoring process described.
6. Provide listing of all states that your agency is licensed to do business in.
7. Identify how many employees the agency has and the cities and states where they are located. Provide the number of staff who handles healthcare collections vs. other lines of business.
8. Provide the number of complaints filed with the Attorney General's office and/or BBB against your agency in the last five years and include any explanations.
9. Describe your screening and hiring process for collection staff. Include minimum qualifications for new hires.
10. What criteria do you use to measure your collection staff's overall performance?
11. Describe your process, fee structure, and decision guidelines for using legal means to obtain judgments against debtors. Provide examples for how your commission is calculated.
12. Describe your hours of business. Specifically, does the collection staff work evenings, weekends, or holidays?
13. What is the average tenure of your healthcare collection staff? How does the tenure of your healthcare collection staff compare to the staff for other lines of business?



### **ORGANIZATIONAL STABILITY**

1. Provide a description of organization and history including organizational chart. State the number of years in business. If not under present firm names, list previous firm names and number of years in business.
2. Provide the amount of time employed and background qualifications of each of your employees that will be designated to work on the University's accounts. Evidence of strong skill set in relevant collection work of employees is desirable.
3. Evidence of an extensive and quality training program is desirable. Explain the type of training new and/or existing employees receive, such as in-house or external training and by what agency. Also describe if your employees receive training on the Fair Debt Collection Practices Act.
4. Evidence of being financially strong is desired. Supply your most current certified Financial Statement and banking references.
5. It is desired that a contractor's representative and/or all of its employees' handling the University's accounts participate in the University's Code of Conduct training session(s). Describe your agency's willingness to participate in such training as required by some of the end using University departments.
6. Indicate how long the current agency has been in continuous operation and how long it has been involved in healthcare collections. Communicate any other service lines the agency handles.
7. Provide professional biographies of the principles and key leadership.
8. Provide any unique or significant information about the agency, which is relevant to demonstrating its experience, and how it is uniquely qualified to provide collection agency services to the University of Missouri System.

### **REFERENCES & WORK HISTORY WITH UNIVERSITY OF MISSOURI**

1. List all companies, agencies or institutions you currently collect for, including contact names and telephone numbers for purposes of verification. The list must include colleges, universities and/or hospitals, and/or broadcast stations. Evaluation will be based upon the quality of the references provided.
2. List two (2) companies, agencies or institutions that you formerly collected for but do not any longer. Include contact names and telephone numbers. Evaluation will be based upon the quality of previous client's references provided.

## **LOCATION**

1. A goal of the University going forward is to develop and promote a more interactive experience with the collection agency (s) that may be awarded a contract. As such, the University expects to travel to the Contractor's home office on multiple occasions throughout the course of the contract to view the operations and to give and receive feedback regarding the contract and its successes and/or failures. In order to achieve this goal, the University would prefer the Contractor's office not be more than a day trip from Columbia, MO. The Respondent must provide the location of their home office as well as any call centers the University's work would be performed out of. The evaluation will be based upon the distance required to travel to the Respondent's location for potential meetings and evaluation of work performed.

## **REGULATORY AND COMPLIANCE**

1. Provide a description of your business plan specific to your agency's compliance for each of the following:
  - i. FDCPA (Fair Debt Collection Practices Act)
  - ii. HIPAA (Health Insurance Portability and Accountability Act)
  - iii. HITECH (Health Information Technology for Economic and Clinical Health Act)
  - iv. TCPA (Telephone Consumer Protection Act)
  - v. FCRA (Fair Credit Reporting Act)
  - vi. GLBA (Gramm-Leach-Bliley Act)
  - vii. EFTA (Electronic Funds Transfer Act – Regulation E)
  - viii. 501(r)
  - ix. PCI (Payment Card Industry)

## **TECHNOLOGY, SECURITY AND AUTOMATION**

1. Provide a description of the agency's technological capabilities and level of automation.
2. Describe your Quality Assurance process.
3. What is the weekly average for your volume of incoming and outgoing calls for your healthcare line of business?
4. What is your average wait time for incoming calls for your healthcare line of business?
5. Do you regularly record calls? If so, are the recordings available to the healthcare organization upon request?
6. Describe your process to securely transmit and receive files.
7. Identify your data encryption standards, including your encryption strength for data at rest.
8. Describe how the University's data is physically and logically separated from that of other customers. Do you employ a single tenant or multi-tenant environment? If multi-tenant, what controls are in place to ensure a compromise of one customer's data does not lead to compromise of another customer's data?
9. Detail what happens to the data in your possession after the scope of work is complete. It is preferable that the data is purged from your systems within 30-45 days, but if you have a standard, we will consider it if reasonable.
10. Describe how funds are transferred between the vendor and University. In addition, describe the workflow to accept Health Savings Account (HSA) payments as requested in requirement Mandatory #45.

11. Provide a summary of the vendors' security plan/security measures that demonstrates an ability to ensure data and systems are secure. Provide details related to scanning procedures of the system used to process the University's or individual's data, if applicable - What web application and server vulnerability and/or penetration testing is performed? What is the frequency of the testing? Is it performed in house or by a third party? If third party, please provide a vendor name. Most recent web vulnerability report must be included with your response. Sensitive information may be redacted.

**REQUEST FOR PROPOSAL FORM**  
  
**REQUEST FOR PROPOSALS**  
**FOR**  
**FURNISHING AND DELIVERY**  
**OF**  
**COLLECTION AGENCY SERVICES**  
**FOR**  
**THE CURATORS OF THE UNIVERSITY OF MISSOURI**  
**ON BEHALF OF**  
**MU HEALTH**  
**RFP # 21127**  
**DUE DATE: OCTOBER 29, 2021**  
**TIME: 12:00 PM, CDT**

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

- 1) Provide overall pricing for the requested service in scope.      \$ \_\_\_\_\_
  - a. Total Year 1 estimated cost      \$ \_\_\_\_\_
- 2) Provide a price schedule for any additional services that can be provided:

### AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method:                      SUA                      ACH                      Check			
Circle one:      Individual          Partnership          Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri?    ____yes    ____no			
Maintain a regular place of business in the State of Missouri?    ____yes    ____no			

**This signature sheet must be returned with your proposal.**

**ATTACHMENT A**  
**SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:

- Supplier's Total Revenues: \$10,000,000
- Revenues from University \$: \$ 4,000,000
- University % of Total Revenues: 40% (#2 divided by #1)
- Total MBE Dollars \$: \$ 150,000
- Total WBE Dollars \$: \$ 150,000
- Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
- Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
- Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
- University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): \_\_\_\_\_

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2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

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3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, [vestt@umsystem.edu](mailto:vestt@umsystem.edu).

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----



**ATTACHMENT B**  
**SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: ☐ Yes ☐ No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): ☐ Yes ☐ No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): ☐ Yes ☐ No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh ☐ (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. ☐ (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. ☐ (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. ☐ (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. ☐ (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE    ☐ Yes    ☐ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE    ☐ Yes    ☐ No

MISSOURI FIRM:    ☐ Yes    ☐ No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

**BUSINESS TYPE:**

Manufacturer	<input type="checkbox"/> (M)
Distributor/Wholesaler	<input type="checkbox"/> (D)
Manufacturer's Representative	<input type="checkbox"/> (F)
Service	<input type="checkbox"/> (S)
Retail	<input type="checkbox"/> (R)
Contractor	<input type="checkbox"/> (C)
Other	<input type="checkbox"/> (O)

SOLE PROPRIETORSHIP:    ☐ Yes    ☐ No

**SUPPLIER'S CERTIFICATION:**

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

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Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**  
**HOSPITAL PATIENT ACCOUNTS (HPA) BUDGET PLAN POLICY**

 <b>Health Care</b>	<b>Document Owner:</b> Barbara Myers	<b>Last Approved Date:</b> 11/02/2020
	<b>Content Expert:</b> Jessica Nichols	

**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

**I. Policy Statement**

- a. The purpose of this statement is to ensure all funds due to MU Health Care (HPA) and University Physicians (UP) are collected in a timely and business-like manner. Budget plans (payment plans) are accepted after all other sources of payments are explored and exhausted.
- b. To provide additional means for patients and/or other guarantors to meet their financial obligations, while recognizing individual budgetary constraints giving them an opportunity to pay their account balances in monthly installments.
- c. This standard is meant to provide staff and patients with the guidelines for setting up budget plan on outstanding self-pay balances.

**II. Definitions**

- a. Budget plans: A budget plan is an agreed upon monthly payment arrangement between the patient and our Customer Service, or through our on-line portal.
- b. Financial Application: A financial application can be completed by the patient or their guarantor to see if they are eligible for financial assistance.
- c. On-line portal: portal for patient's to securely access their statement images, balances, and make payments, including recurring payments.
- d. AW IDX notes: Account level notes in IDX.

**III. Process/Content**

- a. The budget plan will include all current open self-pay balances for both HPA and UP (Self-Pay FSC's 1, 11, 15, 241, 908, 971, 976)
- b. Determine there are no other sources of immediate payment before offering and agreeing upon a payment arrangement
- c. If the patient indicates they are not able to make the required payment to have the account paid off within 18 months, staff will advise the patient that any exceptions will require Supervisor and/or Manager approval and they will be required to complete a financial application. If a financial application is mailed or hand delivered to the patient, the staff will note this in the AW notes in IDX

- d. If the patient is unable to make payment in full, the outstanding balances can be considered for a budget plan using the following criteria:
  - i. Review balances for both HPA and UP
    - 1. Budget plans are set up separately for HPA and UP but can be set up during the same interaction with the patient or their guarantor
  - ii. Do not automatically begin with the minimum payment amount or the maximum time to pay off the balance, always ask for the balance in full first before offering a payment plan.
  - iii. Begin by calculating the payment amount in this manner:
    - 1. Payoff in 3 months
    - 2. Pay off in 6 months
    - 3. Pay off in 9 months
    - 4. Pay off in 12 months
    - 5. Pay off in 15 months
    - 6. Pay off in 18 months
  - iv. The first payment must be received and posted within 10 days of making the arrangements. The payments will be due by the 20<sup>th</sup> of each month
  - v. A patient is unable to add visits to an existing budget plan if the budget plan is not current on all payments
  - vi. The patients will be informed that if a single payment is missed with no notification to our office, the account will continue through the normal dunning process which could result in the account being placed directly in collections.
  - vii. If the patient has missed any payments the patient must pay those missed payments before any new balances can be added to the existing budget plan
- e. Once a patient agrees to a budget plan the self-pay balances included in the arrangement will be identified with:
  - i. HPA
    - 1. All self-pay visits will be changed to ARFSC 99 by going into each visit, entering action code CF and changing the ARFSC to 99. By placing the visits into ARFSC 99 the patient's statement will change to the "Budget Statement" which produces around the 5<sup>th</sup> of each month and the payment will be due by the 20<sup>th</sup> of the month.
    - 2. From the Statement Overview Screen, highlight Group 2 and select Budget Plan Detail. Enter the agreed upon payment

amount in the Budget Amount field. This will also change the dunning level back to one automatically.

3. Note the account thoroughly in the IDX HPA AW Notes screen

ii. UP

1. All self-pay invoices will be moved to FSC 2 "PP" that are included in the Budget plan
2. From the Statement Overview Screen, highlight Group 3 and select Budget Plan Detail.
3. Change the status of the account from "Standard" to "Budget" and enter the agreed upon payment amount in the Budget Amount field
4. \*\*Change the "statement cycle number" to Cycle 1 and set the dunning level to "0" which will place the patient into the Budget statement queue\*\*

f. If the self-pay balance increases

- i. Patients will be notified during the process of setting up a budget plan that should their balance increase they are responsible for contacting MU Health Care customer service to update their budget plan.
- ii. Patients can re-calculate their recurring payments on the on-line portal; however, they will need to contact MU Health Care customer service to update the budget plan. Re-calculating the recurring payments should only be done when the balance increase.
- iii. Self-pay balances not included in the budget plan and flagged with ARFSC 99 will be reviewed by the MU Health Care Customer Service staff to determine if the balance should be included in the current budget plan. The Customer Service staff may contact the guarantors to discuss the payment arrangement and additional balances. ITS will generate a weekly report on Wednesdays that will include all self-pay balances not in the ARFSC 99 with the budget plan established that the Customer Service team will work from and evaluate each patient listed.

g. Defaulted Budget Plans

- i. Patients who fail to make the agreed payment monthly will risk the plan being defaulted and referred for collections.
- ii. If no monthly payment is posted to the account, the account will be reviewed for default and the budget plan is determined to be in default.
- iii. A note will need to be place in AW notes in IDX indicating the budget plan has defaulted

- iv. The budget plan will need to be manually deleted and the invoices in ARFSC 99 will need to be placed back in the correct A/R self-pay FSC. The Dunning Level will need to be changed to the appropriate level.
  - v. Patient's that default on their budget plan will be allowed to set up the budget plan one more time if the visit has not been placed with collections, on visits that were included in the original budget and if the patient defaults again, no additional budget plans will be allowed on the visit.
- h. Important notes:
  - i. Staff training is included in new hire training classes scheduled by Revenue Cycle Quality Training (RCQT) and the Customer Service team covers this thoroughly in their on-the-job training to ensure staff understand the guidelines.
    - ii. If the patient has one visit with ARFSC 99 applied, the patient will receive the HPA Budget Statement for all outstanding self-pay balances.
    - iii. If a visit balance is not changed to ARFSC 99 or if there is a new self-pay balance generated after the budget was established, the system will recognize it as included in the budget. For this reason, the accounts will be manually reviewed to make sure that the payment plan is still within the guidelines. Contact will be made with the patient if the payment amounts need to be increased to meet the 18-month guidelines. If the patient opts not to increase the budget amount to include any new self-pay balances, those visits are subject to roll to collections based on the normal dunning process.
    - iv. If there is a credit balance in ARFSC 99 and a self-balance, no statement will produce to the patient. The credit resolution team will work the credits based on the statement edit report and their rep lists.
    - v. All budget plans will FIFO (first in, first out) post with the payment placed on the visit with the oldest date of service. FIFO posting will be applied to in-house budget visits before any other self-pay balances.
    - vi. Any payment made to a balance in a self-pay FSC, regardless of if it's in a budget plan ARFSC or not, will count as the patient's monthly payment for that month.
    - vii. Budget plans are set up separately for HPA and UP in IDX.
  - i. Exceptions:
    - i. Any deviations from this standard schedule must be reviewed and approved by the Manager/Director of the Hospital Patient Accounts office or designee before confirming with the patient/guarantor. The

reason for exception and approval for granting such exception must be clearly documented in the AW IDX notes.

**IV. Attachments**

- a. Not applicable

**V. References, Regulatory References, Related Documents, or Links**

- a. Not applicable

**ATTACHMENT D  
DATA BREACH INSURANCE ADDENDUM**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, (hereinafter "University") and \_\_\_\_\_ (hereinafter "Vendor").

The University desires to obtain from Vendor, and Vendor desires to provide to University, the following product(s)/service(s):

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Both parties agree that the products(s)/service(s) to be provided, either in whole or in part, affect University data held electronically and/or University IT infrastructure or services. In order to protect these assets of the University, Vendor agrees to the following:

**General Requirements**

All information technology (IT) applications and systems used by the University must be developed, implemented and maintained in a secure manner in accordance with either established University policy or, in the absence of a specific University policy, in accordance with industry-standard best practices.

In addition, the University requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable state, local and federal laws and regulations.

Vendor certifies that it has read and will comply with the University's guidelines for application development (<https://www.umsystem.edu/ums/is/infosec/sections-sysapp>) and all applicable elements of the University of Missouri Information Security Program (<https://www.umsystem.edu/ums/is/infosec>).

Vendor agrees to protect the privacy and security of University data at all times and further agrees not to use or disclose such data other than to accomplish the objectives of this agreement.



Vendor agrees to complete a University of Missouri Information Technology Standards and Requirements Questionnaire, if requested. The completed questionnaire will be evaluated and if approved, will be included as part this agreement.

Vendor represents and warrants that their responses to the University of Missouri Information Technology Standards and Requirements Questionnaire are accurate and that the system and/or application configuration(s) will continue to conform to these answers unless mutually agreed upon by the University and Vendor. Vendor further agrees to work with the University in good faith to maintain compliance with any new and applicable statutory and/or regulatory requirements imposed upon the University and/or to improve the security of the application(s)/system(s) in accordance with industry best practices.

In accordance with the University's Data Classification System, the University may assess any web page/ application solely for the purpose of determining if any security vulnerabilities exist which could adversely affect the operation, integrity, privacy or security of the University's IT assets. Vendor agrees to remediate any vulnerability identified at its own costs.

#### **Detailed Requirements – Insurance and Indemnification**

Vendor agrees to maintain Data Breach coverage to cover claims arising out of the negligent acts, errors or omissions of Vendor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided shall not be less than \$2,000,000 per occurrence, \$5,000,000 aggregate. The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain.

The Vendor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Vendor's operations. The Vendor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Vendor or at the option of the University, agrees to pay or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Vendor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

Vendor

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Vendor Name

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Vendor Representative Signature

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Date