

DEPARTMENT OF GENERAL SERVICES
Central Services Division

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June 26, 2017

**REQUEST FOR QUOTATIONS (RFQ)
HEALTHCARE DEBT COLLECTION SERVICES**

RFQ NO.: Q705-0626-17

SUBMISSION DATE: JULY 19, 2017, 3:00 PM (PST)

SECTION I

1. The purpose of this Request for Quotations (RFQ) is to define the County's minimum requirements, and gain adequate information by which the County may evaluate services or commodities offered by Vendors or Contractors.

2. The County of Solano, Central Services Division, Purchasing Office, hereinafter referred to as the County, is soliciting quotations (quotes) for Healthcare Debt Collection Services for the County's Health and Social Services Department, Family Health Services Division.

3. Deadline for Quote Submittals

Quotes must be submitted on or before: **Date July 19, 2017, 3:00 PM, PST.** Vendor shall respond to the RFQ and any exhibits, attachments, or amendments. A Contractor's failure to submit a quote as required on or before the deadline may cause the quote to be disqualified. Record quote on County-provided form only.

Email any questions to RFQ Coordinator no later than July 10, 2017 any questions not received by this date may not get a response.

4. RFQ Coordinator

The following Coordinator shall be the main point of contact for this RFQ:

JoAnn Epperson, Buyer
Purchasing Services
675 Texas Street, Ste 2500
Fairfield, CA 94533
Phone: (707) 784-6322
Fax: (707) 784-6320
Email: jepperson@solanocounty.com

5. Quote Submittal

a. Quotes must be submitted on preprinted form(s) supplied by the Purchasing Office. The County will not pay any costs associated with the preparation, submittal, or presentation of any quote. All quotes must be by facsimile transmission or email to Purchasing Office addressed as follows:

County of Solano
Purchasing Office
675 Texas Street, Suite 2500
Fairfield, CA 94533
Fax: (707) 784-6320
jepperson@solanocounty.com

RFQ Q705-0620-17, HEALTHCARE DEBT COLLECTION

b. Late Quotes may not be accepted, nor may additional time may be granted to any potential Vendor. The County recommends that the bidder contact the RFQ coordinator by email to confirm the County's receipt of email or faxed quote PRIOR TO SUBMISSION DEADLINE.

6. FORMATION OF CONTRACT. Bidder's signed quote and Solano County's acceptance shall constitute a binding contract.

7. LICENSURE

Vendor and or employees must hold all necessary and applicable Federal, State or Local business and professional licenses.

JoAnn Epperson, Buyer

SECTION 2 - BACKGROUND

1. The County of Solano, Department of Health and Social Services, Family Health Services is soliciting Request for Quotations from qualified and experienced agencies who specialize in Healthcare Related Debt Collection Services.

Solano County is located in the Bay-Delta region of California, about halfway between San Francisco and Sacramento, and is one of the nine San Francisco bay area Counties. It is the 21st largest California County as measured by population with a total population of over 400,000. The County has seven incorporated cities including Fairfield (the County seat), Benicia, Vallejo, Vacaville, Suisun, Rio Vista and Dixon. The majority of residents reside within these cities and the majority of County facilities are currently located in the incorporated areas. Solano County is also home to Travis Air Force Base.

1.1 Overall Goals of Solano County's Department of Health and Social Services

The County's primary objective is to increase the collectability of delinquent accounts.

At the sole determination of the County, the County reserves the right to issue other solicitations for Healthcare Related Debt Collection Services during the term of the agreement resulting from this solicitation.

1.2 General Requirements of Solano County's Department of Health and Social

a. The collection agency must have a business license. Include a copy of business license with response. A W-9 statement is also required. Failure to comply may result in disqualifications of RFQ response.

b. The collection agency must have a minimum of 3-5 years of experience in Healthcare-related debt collection services. Agency shall submit with response to RFQ evidence thereof. Failure to comply may result in disqualifications of RFQ Response.

c. The agency shall provide a description of the capabilities of the agency that pertain to this RFQ. The description should include a detailed summary of the agency's experience and describe the agency's organization and staff.

d. The agency must also abide by the Federal Fair Debt Collection Practice Act and the California Debt Collection Practice Act, along with any other Federal, State or Local laws. The County requires that an agency performing collection services for the County adhere to the highest legal, ethical, and professional standards.

e. The agency will be required to provide customer references for similar projects representing the three largest accounts. Use Attachment 2.

f. The agency should make customer satisfaction a priority in providing services under any resulting contract.

g. Agency's employees should be trained to be customer-service oriented and to positively and politely interact with customer's when performing contract services with the highest degree of service to the public. If, in the County's determination, the agency is not interacting in a positive and polite manner with customers, the agency shall take all remedial steps to conform to the standards set by the contract. The agency can be subject to termination for default of contract if not in compliance with this RFQ.

h. The agency must be able to demonstrate its capability to safeguard consumer information as required under the Health Insurance Portability Act of 1996 ("HIPAA") and The Health Information Technology for Economic and Clinical Health, (HITECH) security rule. This includes administrative, physical and technological safeguards to protect the confidentiality, integrity and availability of the information used or disclosed on behalf of the Department of Health and Social Services.

The agency must train staff who access consumer information on behalf of the County in HIPAA/HITECH privacy and security practices. The awarded vendor shall provide evidence of such training.

The intent of this RFQ is to identify a stable agency that can offer the highest quality of service to the County of Solano.

SECTION 3: SCOPE OF WORK

1. Healthcare Related Debt Collection

The selected firm, individual, or provider shall provide professional debt collection services to the Department of Health and Social Services, Family Health Services Division. The provider shall perform these services from their facilities(s). The provider shall conduct these services in accordance with all established Federal, State and Local laws, regulations, ordinances, codes, or governing applicable directive.

1.1 Healthcare Related Debt Collection Provider shall be responsible for the following duties:

- a. Federal and State regulations regarding fair debt collection practices. Collection shall be conducted through ethical and lawful means with the highest level of customer service. Paying all costs involved in the collection of the assigned accounts, including but not limited to litigation.
- b. Maintain confidentiality on all accounts assigned by the County.
- c. Maintain separate files for each account for audit purposes. Audit of any and all assigned records is left to the discretion of the County at any time.
- d. Accept and process credit card payments via telephone for Visa and MasterCard as a minimum requirement. The agency is responsible for all costs associated with credit card payments, including but not limited to payment of the merchants discount fee.
- e. Accepting electronic payments from debtors. The cost for this service is the responsibility of the agency.
- f. Maintain a disaster recovery plan to protect the County's receivables and the confidentiality of the information contained therein. Agency to provide details of plan in RFQ response.
- g. Immediately returning all accounts still pending upon termination of contract by any party.
- h. Accept data via whatever communication technology is being used by the County at the time of contract signing, whether paper-based or electronic.
- i. The assignment will include the following information, if available, and any other relevant information in the County's possession at the time of referral as deemed appropriate: Name(s); address; type of account; unpaid balance outstanding.


- j. Bear all expenses and costs incurred to effect collection of any account referred to them by the County.
- k. Remit all monies collected, less collection fees, monthly to the County. Remittance should include a breakdown by collection.
- h. . The County shall have the right, at any time during regular business hours, to inspect the records relating to the County's account kept by the agency at the agency's place of business. The agency must retain said records for five (5) years following the final payment under the proposed contract. The agency shall destroy by using an acceptable method of destruction including cross shredding, incineration, pulverization and use of a bonded recycling company.
- i. It is preferable that the agency possess prior experience in providing similar services to other Public entities.
- j. The following are work tasks assumed necessary to effectively collect on the County's delinquent accounts.

Take over all assigned delinquent accounts and:

1. Provide the Health and Social Services Department with an acknowledgment of all new accounts assigned within 10 days of receipt of the accounts. This acknowledgment will include an alphabetical listing by account name. It will also summarize the total number of accounts assigned and the total dollar amount assigned.
2. Initiate standard accepted collection procedures within 20 days from the date of assignment.
3. A debtor inventory report will be provided upon request with the following information on each account: The date of assignment, the amount assigned, the current balance, the total amount paid to date, date of last payment and a current status. Additionally, the debtor inventory report will show the total number and dollar amount of accounts assigned to date and the total dollars collected.
4. Report, correct and/or delete credit bureau reporting and provide evidentiary documentation to the Health and Social Service Department that reflects the correction.
5. Provide the Health and Social Service Department with monthly detailed reports detailing the status of each account, including the customer name and number, the beginning balance, collections received during the month, current balance, collection status and commissions by the 10th of each month.
6. The agency will not institute suit on any account without the prior written authorization of the County. The agency will advance all court costs and attorney fees on accounts where litigation is determined to be necessary.
7. The agency will not settle or discount any account for any amount less than the amount assigned without prior authorization from the County.
8. The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

SECTION 4: ATTACHMENTS

1. COST SHEET
2. REFERENCE FORM
3. PO TERMS & CONDITIONS

PURCHASING DIVISION COUNTY OF SOLANO 675 TEXAS STREET SUITE 2500 FAIRFIELD, CA 94533 PHONE (707) 784-6320 FAX (707) 784-6320						ATTACHMENT 1 <h2 style="margin: 0;">REQUEST FOR QUOTATIONS</h2>		
			HEALTHCARE DEBT COLLECTION NUMBER: Q705-0626-17			<i>THIS IS NOT AN ORDER</i>		
REQUEST DATE	QUOTE NOT LATER THAN							
VENDOR			PLEASE QUOTE ON THIS SHEET IN SPACES INDICATED BELOW FOR THE ARTICLES DESCRIBED. NOTE DELIVERY REQUIRED AND IN QUOTING. ADVISE DEFINITE DELIVERY. BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON. THE COUNTY OFFERS DIRECT DEPOSIT FOR INVOICE PAYMENT. TO ENROLL IN THE PROGRAM, COPY AND PASTE THE FOLLOWING HYPER-LINK INTO YOUR INTERNET BROWSER. http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp					
REMARKS:			<div style="text-align: center;">WE QUOTE AS BELOW</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">NAME OF COMPANY</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">BY (SIGNATURE)</div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; flex: 1;">OFFICIAL TITLE</div> <div style="border: 1px solid black; padding: 2px; flex: 1;">QUOTATION DATE</div> </div>					
DELIVERY REQUIREMENTS		DELIVERY PROMISED		TERMS		FOB		
ITEM	QTY	U/I	DESCRIPTION			UNIT PRICE	AMOUNT	
			COMMISSION RATES:					
1.			0-365 DAYS					
2.			366 DAYS AND BEYOND					
3.			ACCOUNTS IN LITIGATION					
4.			STATEMENT FEES					
5.			SECOND PLACEMENTS					
6.			CREDIT REPORTING					
7.			ANY OTHER MISC FEES:					

BUYER _____ (SIGNE)

RFP CUSTOMER REFERENCES
RFQ# Q705-0626-17

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Description of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Description of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Description of Service:	
Dates(s) when service provided	

NAME AND SIGNATURE OF BIDDER'S AUTHORIZED _____
COMPANY NAME _____

RETURN WITH QUOTE

**RESERVATIONS
REQUEST FOR QUOTATIONS
HEALTHCARE DEBT COLLECTION SERVICES
RFQ NO. Q705-0626-17**

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this RFQ in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this RFQ at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion.
4. Any bid received which does not meet the requirements of this RFQ, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFQ.
5. To cancel any award and re-solicit bids for specified services due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

NAME AND SIGNATURE OF BIDDER'S AUTHORIZED _____

COMPANY NAME _____

TERMS AND CONDITIONS

1. **Acceptance:** By acceptance of this purchase order ("Purchase Order"), Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.

2. **Non-Discrimination:** Seller agrees to provide services without discrimination based on race, creed, color, ethnic, or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

3. **Assignment:** This Purchase Order is assignable by County. Except as to any payment due, this Purchase Order is not assignable by Vendor without written approval of County.

4. **Cash Discounts:** In connection with any cash discount specified on this Purchase Order, time will be computed from the later of the date of (1) complete delivery of the goods and/or services as specified, or (2) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning this discount, on the date of mailing of the County warrant or check.

5. **Changes:** County shall recognize no change to this Purchase Order by Vendor without written approval.

6. **Compliance with Laws:** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this Purchase Order.

7. **Governing Law:** This contract shall be construed and interpreted according to the laws of the State of California.

8. **Delivery:** Unless otherwise specified in writing in this Purchase Order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this Purchase Order. Transportation receipts, if allowed by Purchase Order, must accompany invoice. Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up rejected goods and materials, make the necessary corrections and redeliver acceptable goods and materials timely. Delivery is defined as complete delivery in good order, at place designated in the Specifications/Purchase Order.

9. **Insurance:** Vendor shall maintain Workers' Compensation insurance as required by statute and Commercial General Liability insurance adequate to protect Vendor and Vendor's obligations to protect the County from claims due to personal injury, including death, and damage to property, which may arise from operations under this Purchase Order. The Vendor may be required to file with the County certificates of such insurance naming County as an additional insured. Failure to furnish such evidence, if required, may be considered a material default of the Vendor and result in cancellation of this Purchase Order.

10. **Force Majeure:** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination thereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this Purchase Order.

11. **Formal Bids:** In the event this Purchase Order was issued as a result of a formal bid, terms and conditions of that bid are incorporated into this Purchase Order and are a part of this Purchase Order. In the event of any conflict or inconsistency between the terms of this Purchase Order and the terms of a formal bid, the terms of the formal bid shall control.

12. **Hazardous Materials:** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet," pursuant to Cal/OSHA requirements, referencing this Purchase Order/sub order number with the product shipment.

13. **Timeliness:** Time is of the essence and this Purchase Order is subject to termination for failure to deliver services and/or products on time.

14. **Indemnity:** Vendor shall defend and indemnify the County and the employees and agents of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this Purchase Order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (1) to the extent they arise from the active concurrent negligence of County Parties, or (2) caused by the sole negligence or willful misconduct of County Parties.

15. **Sales and Use Tax:** On invoices, show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use Tax. Deduct cash discount before computing Sales and Use Tax.

16. **Termination for Cause – Cancellation:** The County may, by written notice of default to the Vendor, terminate this Purchase Order in whole or in part, should the Vendor to fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this Purchase Order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

16.1 If, after termination of this Purchase Order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 17, Termination for Convenience.

17. **Termination for Convenience:** The County may, by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata Purchase Order price for any delivered and accepted portion of the Purchase Order. In no event shall the County be liable for any loss of profits on the Purchase Order or portion thereof so terminated.

18. **Conflict of Interest:** No officer or employee of the County may have any financial interest, direct or indirect, in this Purchase Order, nor may any officer or employee participate in any decision relating to the Purchase Order that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any County officer or County employee or former County officer or County employee, nor may any County officer or County employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

19. **Warranty:** Vendor agrees that any goods and/or services furnished under this Purchase Order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any right afforded to the County by any other Article of this Purchase Order or by any applicable Uniform Commercial Code warranties.

20. **Disallowance:** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

21. **Debarment Certification:** Certification regarding debarment, suspension or other ineligibility: (applicable to all orders or agreements funded in part or in whole with federal funds) - The Supplier agrees to comply with applicable federal