CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

Request for Proposal
Debt Collection Services
HSA Tender #
CTC/16-17/HSA/013
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INTRODUCTION

A. Purpose
The Health Services Authority (HSA) invites eligible firms to submit proposals for the provision of services to facilitate the collection of overdue Self Pay patients’ accounts.

The successful firm would also be expected to provide advice and recommendations to assist the HSA to review existing policies and procedures in respect of Self Pay and other types of accounts. The successful firm would also be expected to provide assistance to the HSA to streamline the referral of overdue patient accounts to its lawyers.

Submitted proposals must indicate how the Authority will be kept informed of the progress of each account placed with the agency as well as provide a summary and detail report of all accounts placed. In addition, proposals must provide for the total listing of the gross amount of all collections with a separate billing for agency services rendered.

The contract is subject to approval by the Government’s Central Tenders Committee upon the recommendation of the Authority’ Management and Board.

The decision to award collection contracts shall be based on the ability of the agency to provide adequate service of the accounts and the costs associated with that service. More than one agency may be awarded a contract. Awards will be made as judged to be in the best interest of the Authority.

This is a competitive contracting process.

The successful firm will need to meet the following conditions in order to be considered:

1. Have access to qualified accounting services;
2. Have a proven track record of at least 3 years in the field of Debt Recovery;
3. Have the capacity and capability to handle large scale (voluminous) engagements;
4. Have internal systems and controls including a suitable practice management system to provide timely periodical reports to the HSA and also to manage deadlines;
5. Have the capacity to facilitate/co-ordinate pursuit of the debts through the courts/legal system.

B. Period of Agreement
The term of the contract contemplated shall be for twenty four (24) months. The Authority has the option to renew the agreement for four (4) additional one-year terms at the same terms and conditions with the mutual consent of both parties.

C. Background and Objectives
The Cayman Islands Health Services Authority (HSA) provides primary and secondary levels of healthcare services, and public health functions for the residents and visitors in the Cayman Islands through its 124-bed Cayman Islands Hospital, and its 18-bed Faith Hospital on Cayman Brac. Primary Health care is offered at five district health centres in Grand Cayman and a health centre in Little Cayman. This is supplemented with dental and eye care services on site at the Health Service Complex in Grand Cayman.

As the nation’s principal health care facility, the Cayman Islands Hospital in George Town provides a full range of inpatient and outpatient medical and specialist services.

Specialist services are available in the fields of: surgery, gynaecology & obstetrics, paediatrics, internal medicine, dermatology, anaesthesiology, public health, orthopaedics, psychiatry, gastroenterology, radiology, ophthalmology, ear, nose and throat, periodontology, reconstructive surgery, faciomaxillary surgery, urology, and pathology.

In the Sister Islands, residents and visitors can obtain health care needs from the Faith Hospital in Cayman Brac and the Little Cayman Clinic. The 18-bed hospital serves both islands and provides primary, secondary and emergency care. It features a modern inpatient unit, as well as an operating theatre, maternity, accident and emergency department, outpatient clinics and a public health department.

The Little Cayman Clinic is a purpose-built facility, complete with waiting and triage areas, a treatment room, doctors’ office and a dental office. A resident nurse is on call around-the-clock.
D. Mandatory Proposer Requirements
All Proposers must:

1. Have a minimum of three (3) years of experience in providing services similar to those requested in this Request for Proposal (RFP).

2. Provide staffing information: (a) Provide resumes of key staff that would be handling this project; (b) include a listing of all personnel who would be working on the components of this project, indicating the actual job/service for which they will be responsible.

3. Provide three (3) written customer references – including the organization, contact name/address, phone number, and dates services were provided.

4. Provide valid incorporation documents (Certificate of Good Standing. Trade & Business License;

5. Details of the firms relevant past experience;

6. Details of Professional Indemnity Insurance held by the firm;

7. Estimated commencement date;

8. Details of proposed Fees and other related fees and expenses.

E. Expectations of Business Partner/Contractor
HSA strives to provide exemplary service to its patients. HSA therefore has high expectations of its business partners/contractor. It is expected that the business partner/contractor will provide quality products and services at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner/contractor will work with HSA to ensure that the agreement remains competitive with continual review of market conditions.

The detailed requirements stated in the Scope of Works are mandatory unless otherwise noted. Failure by the Contractor to respond to a specific requirement may be the basis for elimination during the Authority’s comparative evaluation.

F. Proposal submission deadline
Response to this RFP must be submitted to the below address on or before 12:00 noon (local time in the Cayman Islands) on Wednesday, 2nd November 2016.

Proposals should be submitted in a sealed package clearly marked with the address, Debt Collection Services and RFP number. If more than one package is submitted, they should be marked 1 of 2, etc. All documentation relating to the cost/prices must be in a separate sealed package and clearly marked as such and submitted with proposals. All proposals must be submitted in PDF on an electronic device and six (6) hard-copies (one identified original copy plus five additional copies) to:

The Secretary, Central Tenders Committee
133 Elgin Avenue, George Town
1st Floor, Government Administration Building
Grand Cayman KY1-9000
Cayman Islands

Attention: Mr. Nicholas Freeland
Tender # CTC/16-17/HSA/013

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped no later than 12:00:00 noon (LOCAL TIME IN THE CAYMAN ISLANDS) on the RFP closing date. RFPs time-stamped after 12:00:00 noon, will be recorded as late, remain unopened, be formally rejected and returned.
G. Contacts

DESIGNATED CONTACTS
The HSA’s representative will be Lisa Bell, telephone number (345) 244-2690. This representative will respond to questions concerning the scope of works of this RFP.

Any questions relating to this RFP must be submitted, in writing preferably by email, to the below address on or before 5:00 p.m. on Friday 14th October 2016:

Lisa Bell – email: lisa.bell@hsa.ky

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

A. Contingencies
This RFP does not commit the Health Services Authority to award a contract. The H.S.A reserves the right to accept or reject any or all proposals, if it determines it is in the best interest of the Authority to do so. The H.S.A will notify all Proposers in writing if it rejects all proposals or cancels this RFP process.

B. Modifications
The HSA reserves the right to issue amendments to this RFP. If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from HSA’s Procurement representative. The HSA is not bound by any specifications by the HSA’s employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from HSA’s Procurement representative.

C. Proposal Submission
To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer’s responsibility to examine all specifications and all attached terms and conditions and to ensure that its proposal arrives on or before the specified time.

D. Proposer Responsibility to Provide Full Response
It is the Proposer’s responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Evaluation Committee. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the HSA will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the HSA to consider additional information (such as references that are not provided by the Proposer but are known to the HSA, or past experience by the HSA in assessing responsibility), or to seek clarifications as needed by the HSA.

E. Errors in Proposals
Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer’s obligation to the HSA.

F. Rejection of Proposals, Right to Cancel
The HSA reserves the right to reject any or all proposals at any time with no penalty. The HSA also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

G. Incurred Costs
This RFP does not commit the H.S.A to pay any costs incurred by Proposers in the preparation of a proposal in response to this request and Proposers agree that all costs incurred by Proposers in developing this proposal are the Proposer’s responsibility.

H. Negotiations
The H.S.A may require the potential Proposer/Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

I. Alternate Proposals
A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The H.S.A does, however, reserve the right to seek clarification on alternate proposals, issue addenda to all Proposers, or to reject any or all proposals.

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

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER’s offer will expire after 90 calendar days.
If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible, if responding to future solicitations.

**K. No Conflict of Interest.**
Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any HSA official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The HSA shall make sole determination as to compliance.

**L. Formal Agreement**
In the case of this RFP, Proposer may be required to enter into a formal agreement with the H.S.A. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and the H.S.A agrees to a change of language in writing.

**M. Assignment:**
No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the Authority.

**N. Entire Agreement:**
These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases the special requirement shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**O. Final Authority**
The final authority to award a Contract rests solely with the Board and Management of the Health Services Authority.

**P. Governing Law**
The agreement/venture will be governed by the laws of the Cayman Islands. The Contractor shall at all times comply with and observe all local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affects the work or its conduct.
SCOPE OF WORK/SERVICE

A. Program Design/Approach
1. The Authority will place accounts for collection for health care billings.

2. The contractor shall accept accounts placed by the Authority under terms of this agreement and will use its best efforts to collect said accounts utilizing means legal, necessary and proper. It is understood that the Authority may second-place accounts.

3. The Authority plans to place delinquent accounts immediately. Other accounts may be placed throughout the calendar year. The number of accounts referred to Contractor shall be solely within the discretion of the Authority. Further, the Authority shall make its own efforts at collection and written demands prior to turnover and will inform the debtor of the consequences of his/her failure to make payments.

4. The Contractor shall provide routine, detailed account information to the Authority each month and shall provide summary information to the Authority as required.

5. The Authority shall provide the contractor with information on payments made directly to it on accounts assigned to the collection agency or contractor, and will pay the collection fee on these amounts.

6. The contractor shall not initiate legal proceedings on an account without prior authorization by the Authority. All attorney fees, court costs, and other expenses incurred with legal collection proceedings authorized by the Authority shall be borne by the contractor.

7. Accounts may not be compromised by the contractor except pursuant to specific written approval from the Authority on a case by case basis.

8. All data made available to the Contractor by the Authority are and remain the property of the Authority and must be treated as confidential information. All listings, which may reveal names or identification number of individuals or employees, etc., if not returned to the Authority, must be properly destroyed so as to keep such information confidential.

9. The contractor agrees to return to the Authority, at no charge, accounts referred in error.

10. The Authority shall pay no fee for the contractor when the balance due has been reduced resulting from Authority action such as application of refund, security deposit or credit adjustment. Also, no fee will be paid based upon a collection resulting from the Authority receiving payment due to a customer refinancing or selling their home when a lien of any amount was in place.

11. Records developed as a result of this agreement are Authority records and subject to access, scheduling and disposition approved by the Authority.

12. In carrying out any provision of the agreement or in exercising any power or authority granted to the contract thereby, there shall be no liability upon the Authority.

13. The Contractor shall follow the applicable provisions of local law regulating debt collections appearing in the Fair and all applicable local laws to the transferred debt.

B. Accounting, Remittances and Payments

Accounting
1. The Contractor shall maintain complete and accurate records of collection service transactions in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the collection agency service operations for the Authority for a period of seven (7) years from the close of each year’s operation.

2. The Contractor’s accounting records of reported collection service shall be used as the basis to verify charges payable to the contractor.
3. All records pertaining to the operations of this collection agency service shall upon reasonable notice be
open for inspection and/or audit by the Authority at any or all reasonable times.

4. On request of the Authority, the contractor shall meet with the Authority and review each invoice, explain
charges, discuss problems and mutually agree on courses of action which may be required to provide
improved control and/or service.

**Remittances and Payments**
The contractor shall remit to the Authority all collections based on a monthly reporting period by the 7th day
after the end of the reporting period, accounting for all collections made up to and including the last day of
reporting period. If separate reporting is desirable for second-placement accounts, the remittance and
reporting period shall be as directed by the Authority and may be other than indicated above.

**RECORDKEEPING AND RECORD RETENTION**
The Contractor shall establish and maintain adequate records of all expenditures incurred under the
contract. All records must be kept in accordance with generally accepted accounting procedures. All
procedures must be in accordance with local ordinances. The Authority shall have the right to audit, review,
examine, copy and transcribe any pertinent records or documents relating to any contract resulting from
this RFP held by the contractor. The contractor will retain all documents applicable to the contract for a
period of not less than seven (7) years after final payment is made.

**C. Contract Termination**
1. The Authority may terminate the contract due to non-renewal, unavailability of funds or for neglect as
determined by the Authority without penalty. Actions of neglect shall include, but not necessarily be limited
to, insufficient insurance coverage, failure to provide required periodic statements, failure to provide
required standards of service, failure to provide quality and frequency of service deemed by the Authority
to be unsatisfactory. This may include any cessation or diminution of service including but not limited to
failure to maintain adequate personnel, whether arising from labor disputes, or otherwise, any substantial
change in ownership or proprietorship of the contractor which in the opinion of the department is not in its
best interest, or failure to comply with the terms of this contract.

2. The Authority shall provide ten (10) calendar days written notice of contract neglect and unless within ten
(10) calendar days such neglect has ceased and corrective arrangements made, the Authority may
terminate the contract by giving thirty (30) days’ notice in writing by registered or certified mail of its intention
to cancel this contract.

3. Should the Authority breach any terms or provisions of this contract, the contractor shall serve written notice
on the Authority setting forth the alleged breach and demanding compliance with the contract. Unless within
ten (10) calendar days after receiving such notice, the allegations shall be contested or such breach shall
cease and arrangements made for corrections. The contractor may terminate the contract by giving thirty
(30) days’ notice in writing by registered or certified mail of its intention to cancel this contract.

4. In the event of contract termination, the Contractor shall discontinue collection action as of the contract
termination date. All referrals uncompleted and all monies due but not yet paid over at such time shall be
transmitted to the Authority within fifteen (15) days after contract termination date. The Contractor shall
notify the Authority of the current status of each referral being returned. Any monies received by the
contractor on behalf of the department after the contract termination date shall be forwarded immediately
and shall not be subject to collection fee.

**D. Other Information**
1. It is specifically understood and agreed that such items relative to collection agency service which are not
herein covered may be added to or excluded from this proposal and the resulting contract by the Authority
without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage
shall be furnished to the Authority by the contractor with such additional consideration as mutually agreed
upon, as is necessary to make it legally enforceable.

2. After the initial contract period, the parties may upon mutual agreement adjust the specific terms of the
contract(s) where circumstances beyond the control of either party require adjustments. The contract
charges shall not be renegotiated to the disadvantage of the Authority. All adjustments requested by the
contractor shall be proposed in writing to the Authority for approval ninety (90) days prior to the requested
effective date.
3. In the event of non-renewal of the contract, referrals issued during the term of the contract may be retained for completion by the contractor under the existing terms and fees at the option of the Authority.

4. The contractor shall be responsible for obtaining all required permits, licenses, and bonding to comply with pertinent regulations; municipal, county, state and federal laws, and assume liability for all applicable taxes.

5. Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor(s) shall meet regularly with the authorized purchasing agent and cooperate at all times to maintain maximum efficiency and good public relations.

6. The contractor shall not engage the services of any person employed by the Authority including any department, commission or board thereof without written consent of the Authority.

7. It is understood that the contractor’s officers and employees are in no way considered employees of the Authority.

8. The Contractor will indemnify and save harmless the Authority and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

9. Disputes regarding this contractual agreement shall be subject to arbitration as provided in the Cayman Islands

10. The contractor agrees that this agreement has been entered into without collusion or other action in restraint of competition

E. Selection Process
Selection of the qualified firm will be based upon evaluation of the following:

1. Compliance with the Debt Collection Needs Specification of the RFP
2. Technical qualifications, experience, references, and managerial/staff capability
3. Cost. The HSA realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the Authority. While cost may not be the primary factor in the evaluation process, it is an important factor.

Upon review of proposals by the selection committee applicants may be selected for interviews/presentation before the HSA Board and/or management

F. Proposer’s Guarantee
The Proposer guarantees that the proposer’s services will be satisfactory to the HSA, as required in this RFP. If the HSA is dissatisfied with the Proposer’s services, the Authority has the right to terminate any agreement for service resulting from this RFP and be relieved of the obligation of continuing with the agreement. All monies due to contractor for work completed will be paid upon termination of agreement.

G. Ownership of Documents
All documents, data, products, graphics, and reports prepared by the Proposer pursuant to this Contract shall be considered property of the Health Services Authority.
PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.

B. Proposal Format

1. All proposals must be submitted on 8 ½” x 11” paper

2. Bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. One (1) unbound original and five (5) copies, for a total of six (6), and one (1) electronic copy of the complete proposal must be received by the deadline for receipt of proposal. All documentation relating to the cost/prices must be in a separate sealed package and clearly marked as such and submitted with proposals. The electronic copy shall be on a CD/USB media format in either PDF or Word version. The Proposer’s shall be indicated on the cover of each proposal.

4. The original and all copies must be in a sealed envelope or container stating on the outside:

   The Secretary, Central Tenders Committee
   133 Elgin Avenue, George Town
   1st Floor, Government Administration Building
   Grand Cayman KY1-9000
   Cayman Islands
   
   Attention: Mr. Nicholas Freeland
   Tender # CTC/15-16/HSA/013

No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

5. Hand carried proposals may be delivered to the Government Administration Building between the hours of 8:30 am and 5:00 pm, Monday through Friday UP TO THE DEADLINE FOR PROPOSAL SUBMISSION.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the above address and tender number appears on the outer wrapper or envelope used by such service.

C. Proposal Timelines

The procurement schedule of events set out herein represents the Health Services best estimate of the schedule that will be followed. If any component of this schedule is delayed, such as the closing date for receipt of proposals, dependent tasks in the rest of the schedule will be shifted by the same number of days. The present timeline for this RFP is as follows:
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Published</td>
<td>9th September 2016</td>
</tr>
<tr>
<td>Final Date to Submit Questions</td>
<td>14th October 2016</td>
</tr>
<tr>
<td>Last Day for Addendums</td>
<td>21st October 2016</td>
</tr>
<tr>
<td><strong>RFP Responses Due (12:00:00 noon Local Cayman Islands Time)</strong></td>
<td>2nd November 2016</td>
</tr>
<tr>
<td>Oral Presentations (if necessary)</td>
<td>November 2016</td>
</tr>
<tr>
<td>RFP Evaluations</td>
<td>November 2016</td>
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<tr>
<td>Finalists Selection</td>
<td>November/December 2016</td>
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<tr>
<td>Finalists Oral Presentations (if required)</td>
<td>November/December 2016</td>
</tr>
<tr>
<td>Final Selection &amp; Contract Negotiations</td>
<td>November/December 2016</td>
</tr>
<tr>
<td>Award &amp; Approval of the Final Contract</td>
<td>January 2017</td>
</tr>
</tbody>
</table>
Evaluation Process

A. General
All proposals will be reviewed by the Health Services Authority Management and Board.

B. Initial Review of Submitted Proposals
1. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
2. The proposal must have been received on or before the specified deadline.
3. Be complete, in the required format, and comply with all the material requirements of this RFP.
4. Prospective Proposers must provide:
   a. a complete description of capabilities in the field of debt collection agency service operations as part of the proposal package, Included shall be the following:

      I. Name and address of operating company.

      II. The duration and extent of service experience.

      III. Financial information consisting of balance sheets and net operating statements for the preceding (3) fiscal or calendar years.

      IV. Evidence that the Contractor’s operating company meets the licensing requirement of the Cayman Islands.

      V. Evidence of the Contractor’s ability to work with other Organizations with similar volumes from past or present experience. Each Contractor shall submit a list of three (3) references for such entities where they have provided comparable service within the past three (3) years. This list shall include the Point of Contact, phone number, email, types of bills collected and services provided. If none, so indicate. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the project.

      VI. The designation of a single office and one representative of the Contractor who will be responsible for the account of the Authority. It is expected that although many company branches may process accounts for the Authority, one person shall be available for contact in the event of any problems with the operation of the agreement.

      VII. A listing of the location and relationship of all offices used by the Contractor in collecting accounts indicating whether or not such offices are franchised, wholly owned, or are independently affiliated.

      VIII. An overview of the collection system utilized by the Contractor in respect to the following conditions:

         • The extent to which collection attempts will be made based on the dollar value of the account and the type of attempt that will be made (i.e. collection letter, telephone contact, litigation, etc.)
         • Method of documenting collection attempts and also reliability on the part of the agency management that such attempts are actually being made.
         • Extent to which accounts will be "skip-traced".
         • Indicate varying procedures based upon varying dollar value of account.
         • Detailed samples of the kinds of reports provided to other organizations on an account-by-account basis (i.e. detailed activity from period to period.) If none, so indicate.
         • Detailed samples of reports provided to other organizations which summarize monthly and yearly collection activity and results. If no, so indicate. The extent to which computer systems are utilized for reporting, account maintenance, monitoring and collection attempts.
         • Description of any internal account programs for: Recording, checking and reporting service performance. Accounting and control forms used with detailed explanation of each and their importance.
• A statement indicating whether or not the Contractor is willing to service the Authority if one or more other agencies are also providing similar service. Accounts will be placed with the awarded contracting agencies at the Authority’s discretion.
• Whether litigation capability exists within the Contractor’s company or whether litigation is to be handled on a referral basis. The proposal should provide information illustrating the procedures normally employed by the company’s attorneys in the collection process and if any additional fees apply. Litigation procedures are subject to conditions imposed by Cayman Islands Statutes.
• A statement furnishing the name of insurance carrier and liability limits.
• Such other information including any unique services offered as the Contractor deems pertinent for consideration by Authority.

b. The Contractor shall furnish and include the above data with the proposal. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or cancellation of resulting contracts

C. Contract Award Process
HSA’s mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, HSA will enter into an exclusive contract for each component described. Once HSA makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the products/services under the agreement. Contract(s) will be awarded based on a competitive selection of proposals received. A selection committee will submit its analysis and recommendation, in a summarized form, to the H.S.A Board. Upon review and recommendation of the proposed contractor, the H.S.A will negotiate and prepare a professional service contract. In the event the contract negotiations are not successful, the H.S.A reserves the right to commence negotiations with the second-ranked proposer.

D. Evaluation Criteria
The evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 100 points.

From the information provided in the proposals, determination shall be made of a Contractor’s financial and operational ability to serve the needs of the Authority. Only proposals from financially responsible organizations or individuals, as determined by the Authority, presently engaged in the business of providing collection services, shall be considered. The Authority reserves the right to inspect the Contractor’s facilities and consult with other governmental entities with collection service operations under the Contractor’s management, prior to and after any contract award resulting from this RFP.

Only those proposals received in a timely manner and with all of the information requested will be considered. The evaluation of proposals will be performed by a committee based upon pre-established evaluation criteria. The evaluation criteria are below. After initial ratings, the Authority may choose to interview Contractors with the highest evaluation points.

The Authority reserves the right to reject any and all proposals and to negotiate with the selected applicant(s) prior to entering into a contract. Awards may be made to more than one respondent. Awards will be made in the best interest of the Authority.

ACCEPTANCE OF PROPOSAL CONTENT
The contents of the proposal of the successful Contractors will become contractual obligations if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

The Ability to meet the needs specification of the RFP, Client References, Company Profile and Experience portions of the proposal will be evaluated based on the following Scoring Guide. The Cost Proposal will be evaluated based on the formula set forth below.

SCORING GUIDE
In awarding points to the evaluation criteria, the evaluation committee will consider the following guidelines:

Cost Proposal Evaluation: Ratio Method: Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 200. Offeror A’s cost is $20,000. Offeror B’s cost is $30,000. Offeror A would receive 200 points. Offeror B would receive 134 points ($20,000/$30,000) = 67% x 200 points = 134).
Lowest Responsive Offer Total Cost $ x Number of available points = Award Points

This Offeror's Total Cost

Criteria

<table>
<thead>
<tr>
<th>Category</th>
<th>Section of RFP</th>
<th>Point Value</th>
</tr>
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<tbody>
<tr>
<td>Compliance with the Needs Specification of the RFP</td>
<td></td>
<td>45% of a possible 100 points</td>
</tr>
<tr>
<td>1. Debt Collection Strategy</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>2. Documented type/extent of collection attempts</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>3. Documented Reporting (including summary &amp; individual accounts reports)</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>4. Documented procedure for Information Security</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>5. Documented procedure to pursue debts through to litigation (Litigation Procedures)</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>6. Other Unique Services (e.g. Skip Tracing)</td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

Technical Qualifications, Experience, Reference & Managerial/Staff Capability

<table>
<thead>
<tr>
<th>Category</th>
<th>Section of RFP</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. References</td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>8. Years of Relevant Experience</td>
<td></td>
<td>2.5</td>
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<tr>
<td>9. Relevant Past Projects (including number of accounts and collection yield in table format)</td>
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<td>5</td>
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</table>

Cost Proposal

<table>
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<tr>
<th>Category</th>
<th>Section of RFP</th>
<th>Point Value</th>
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</thead>
<tbody>
<tr>
<td>10. Cost Proposal/Fee Structure</td>
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</table>

Optional Evaluation.

The HSA reserves the right to have presentations/demonstrations/interviews from the offerors. In the event this option is utilized, the following evaluation criteria will be used.

<table>
<thead>
<tr>
<th>Oral Presentations/Product Demonstrations/Oral Interviews</th>
<th>100% of points for a possible 100 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Product Demonstration</td>
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<tr>
<td>2. Oral Presentation</td>
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<tr>
<td>3. Oral Interview</td>
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</table>

Cost of service is an important factor in the evaluation process, however, the HSA is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.
ATTACHMENT A

CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

PROPOSER’S WARRANTY

The undersigned person warrants that:

1. She/He is an officer of the organization.

2. She/He is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.

3. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

PROPOSER:

BY:________________________________________________________

(SIGNATURE)

_________________________________________________________

(PRINT NAME & TITLE)

_________________________________________________________

(NAME OF COMPANY)

_________________________________________________________

(PHYSICAL & MAILING ADDRESS)

_________________________________________________________

(TELEPHONE NUMBERS)

_________________________________________________________

(WEB & EMAIL ADDRESS)
Cayman Islands Health Services Authority

Request for Proposal

The Cayman Islands Health Services Authority (HSA) invites eligible firms to submit proposals for the provision of services to facilitate the collection of overdue Self Pay patients’ accounts.

The Secretary, Central Tenders Committee
133 Elgin Avenue, George Town
1st Floor, Government Administration Building
Grand Cayman KY1-9000
Cayman Islands

Attention: Mr. Nicholas Freeland
Tender #CTC/16-17/HSA/013 – Debt Collection Service

Request for Proposal documents will be available at www.hsa.ky (Open Tenders, RFP Debt Collection Services) and www.centraltenders.gov.ky (Tenders, 2016) on Friday, 9th September 2016.

All proposals must be returned no later than 12:00 noon on Wednesday, 2nd November 2016. Proposals received after the specified date and time will not be considered.

For additional information on this invitation, please contact Ms. Lisa Bell @ 345-244-2690 or email lisa.bell@hsa.ky
ATTACHMENT C

CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

CONFIRMATION FORM

For
RECEIPT OF RFP NO. CTC/16-17/HSA/013
DEBT COLLECTION SERVICES

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

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

____________________________
VENDOR ACKNOWLEDGES RECEIVING/ACCESSING THE FOLLOWING RFP DOCUMENT:

RFP:  CTC/16-17/HSA/013
DESCRIPTION:  DEBT COLLECTION SERVICES

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: ___________________________________________________________________
Company Address: ___________________________________________________________________
Company Address: _________________________________________________ _________________
Name/Title: ________________________________________________________________________
Area Code/Phone Number: ____________________________________________________________
Area Code/Fax Number: ______________________________________________ ________________
Email Address: _____________________________________________________________________

EMAIL THIS CONFIRMATION FOR TO:
lisa.bell@hsa.ky
PLEASE TYPE or PRINT CLEARLY
**ATTACHMENT D**

**CAYMAN ISLANDS HEALTH SERVICES AUTHORITY**

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to debt collection agency services proposal includes proprietary information which qualifies as a trade secret, or otherwise material that must be kept confidential. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

We request that the following pages not be released:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page #</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The Authority considers other markings of confidentiality in the proposal document to be insufficient. The undersigned agrees to hold the Authority harmless for any damages arising out of the release of any material unless specifically identified above.

Company _________________________________

Signature_________________________________

Name ___________________________________

Date ____________________________________