

Our Only Business is Putting Money into your Business

Date:

October 22, 2009

To:

Mr. Scott Stromer

From:

Harve Platig

Subject:

Response to Your 10/20 Letter Related to RFP 09-154

#### Hello Mr. Stromer:

Thank you for the opportunity to meet with you on this coming Monday. As I am sure you know, we are very eager to serve the debt collection needs of Pasco County and we are thankful to be in consideration. Here are answers to your questions in the letter dated October 20.

1. The County expects that a significant portion of the bad debts that will be turned over for collection will be for monies owed Emergency Medical Services (EMS) bills. Please provide additional client references (if any) for which your company has experience relating to EMS collections?

**Answer:** We have arranged for an additional client to receive reference calls along this line at your request:

Nationwide Ambulance Service 410 North Ave East Cranford, NJ 07016 Phone: (908) 276-1199

Ana Gerb

2. For the supportive data used to calculate your firm's average success rate (56%) provided in your original response, what is the average age at which that debt was turned over to your company to begin collection efforts?

Answer: The average age for each client's debt varies widely. We do not have a single average for all debts submitted to our company for collection. We encourage early submittal of claims but often our new clients need help in curing out old receivables. For this reason we often collect debts that are

as much as two or three years old or more during a client's initial batch of claims. As clients reorder, we are able to assist them in developing a clear methodology and policy of earlier submittal and their success rates always improve as a result of this process. Our average success rate of 56% takes both the old and new accounts into one large average. The success rate is not weighted toward newer claims. Combined with the fact that this is also our success rate in our Phase I only (more is collected in Phase II), we are especially proud of this level of results for our clients. Please note that our 56% average success rate is based on last year's numbers and that this year's have yet to be calculated. In preparing answers for Questions 3 and 4, we have emphasized recent progress reports as much as possible so that current economic factors are also reflected.

3. Similarly, please provide supportive data that compares your collection rates on EMS debts to your average success rate (56%) provided in your original response?

**Answer:** EMS debts averaging less than 1 year: 42%

4. For the supportive data provided in Question No. 3, please provide the average age at which those debts were turned over to your company?

Answer: Average age: Approx 10 months

I will bring a complete set of progress reports to the meeting to show examples of the above data. I will also provide some additional data on ambulance bill collection rates for debts that are submitted when they are less than 6 months past due.

Please feel free to contact me at any time. All the best to you.

Sincerely,

Harve Platig

hplatig@ncsplus.com

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# **FAX Cover Sheet**

To: Mr. Scott Stromer

Fax Number: 727 8478065

**Subject:** Response to Your Letter of October 20, 2009 - Debt Collection

**Date:** 10/22/2009 11:25:32 PM **Pages:** 3

From:	Harve Platig	
	NCSPlus	
	7200 Westpointe Blvd	
	#1523	
	Orlando FL 32835	
Phone:	321 332 7578	
Company		
Phone:	321 332 7578	
Fax:	866-824-9280	
Email:	hplatig@ncsplus.com	

# Message

Hello Mr. Stromer. Attempts to send my response by email appear to have failed. I sent the emails at around 6:30 pm and the last one just came back as undeliverable at 11:15 this evening. I apologize for any inconvenience this may have caused. I am now faxing the response to your letter. I will follow up with your office in the morning to be sure this is received.

All the best to you! Harve Platig



Our Only Business is Putting Money into your Business

Date:

October 28, 2009

To:

Mr. Scott Stromer

From:

Harve Platig

Subject:

**09-154** Response to Your Letter of 10/27/09

Dear Mr. Stromer,

Thank you for your letter, and thank you once again for the opportunity to meet with you to discuss providing our service to Pasco County. Here are responses to each of the requests in your letter dated October 27, 2009.

Request 1 A concise statement that fully describes the ROI guarantee and all conditions that will affect the resulting master agreement and participating entities. This statement should be clear and contain the fewest number of conditions possible.

Please see attached back page from our service agreement. In summary, this statement describes the requirements for accounts that qualify for the ROI guarantee. The guarantee may be realized in three ways:

- 1. A full refund of the system price.
- 2. A refund of the difference between the amount collected and 400% of the purchase price of the claims.
- 3. Free collections until the ROI is reached

Each of the above has certain criteria. Here they are in summary form. Please reread the service agreement for each and every stipulation.

1. A full refund of the system price.

Conditions: Available 120 days after the last prepaid claim is used if qualifying accounts are submitted and if collections have not met or exceeded 400% of the purchase price.

2. A refund of the difference between the amount collected and 400% of the purchase price of the claims.

Conditions: Available at NCSPlus option if this amount is less than the purchase price refund and if all other requirements have been met.

3. Free collections until the ROI is reached.

Conditions: Available at 120 days after all prepaid claims have been used. Even if non-qualifying accounts have been submitted by our client, we will collect for free until they receive at least 400% of their purchase price in collections. [Note: We know of NO other company with a guarantee even close to this level of commitment]

Accounts that qualify for a refund must have the following properties: A good address or phone number provided by you; Less than 12 months in age; A balance at least ten times the price paid for the claim form used to collect that account. Refund qualification also includes responsibility of client to skip trace (at client's expense) mail returned accounts.

Request 2 We would like to schedule a web based demonstration of your firm's Web Portal.

Please have all who will participate in this web based demonstration sign the attached confidentiality agreement. Upon receipt of signed agreements (fax or e-mail of a scanned copy is OK), I will schedule the web based demonstration at your earliest convenience. I am open Wednesday 10/28 at 3:30 pm, Friday 10/30 at 10 am, or next week.

Request 3 Please provide copies of all slides shown during your presentation.

Slides are attached in Powerpoint. Please feel free to contact me with any questions or clarifications you may need. It was a pleasure compiling this specific data for you per your October 20 request.

Request 4 Please clarify if (when) skip tracing is done and if (when) there is an additional fee for this service for both the basic and standard plans.

The following is quoted from the response provided to RFP 09-154:

#### Skip Tracing

NCSPlus has strong skip tracing capability for locating debtors who have left with no forwarding address. Up to 12 data sources are used to seek out debtors who have skipped. A proprietary system is used by NCSPlus to combine available data into one report for our collectors, maximizing their speed of locating and re-contacting debtors. When a skip trace produces a new address in Phase I, letters will restart at Letter 1, providing County with full Phase I service from that date.

At County's option during Phase I of the service, if mail is returned, NCSPlus will investigate and locate the debtor and restart the collections service. The charge for this service is \$3 per occurrence. At County's option, known mail return accounts may also be skip traced prior to Phase I service for a cost of \$4 each. Use of this

option allows County to re-bill the debtor if preferred prior to placing them for collections with NCSPlus, thus reducing County's out of pocket expense.

Please let me know if any additional clarifications are needed.

Request 5 Finally, please provide your firm's best and final pricing for the subject services.

I am ready to approach corporate one more time on any possible reductions in our prices beyond what we have already done. The value of our cumulative pricing offer and pre-emptive skip tracing offer combine to give a substantial cost savings for County. We want to do everything we can to reduce your costs and bring you the highest net results for your collections needs. Please provide the following information to allow me to approach corporate for one more discussion of price reductions:

- 1. What is the size of the initial order you intend to place?
- 2. What will be your terms of payment?
- 3. What will be your method of payment?

Thanks again for this opportunity to seek your business. We are very eager to show you the results that come with the strongest and most cost effective collections system available.

All the best to you.

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Sincerely,

Harve Platig

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Toll Free: (800) 363-7215 (extension 3646)

Direct Fax: (866) 824-9280 7200 Westpointe Blvd #1523

Orlando, FL 32835

Attachments: Service Agreement Back Page; Confidentiality Agreement; Powerpoints: NYC Water, Nationwide Ambulance Older, Nationwide Ambulance Newer, Seals Ambulance, NYU, Pasco Projections at 35, 40, 50



Our Only Business is Putting Money into your Business

Date:

October 29, 2009

To:

Mr. Scott Stromer

From:

Harve Platig

Subject:

Final Pricing Offer

#### Hello Mr. Stromer:

Thank you for participating in the web meeting yesterday and for your comments afterward. In discussing pricing with corporate, we have come to the following conclusions.

Whereas NCSPlus is seeking not only an opportunity to serve Pasco County, but also recognizes Pasco County as the Lead Public Agency in the FAC Master Agreement, we understand the importance of a lowest possible price offer to Pasco County. We also understand that whatever price lowering commitment we make to Pasco County must also be honored for all Participating Public Agencies and thereby represents a sizeable long term commitment on our part.

Whereas we recognize that the needs of Pasco County should reasonably be expected to at least consist of orders totaling 20,000 claims over a two year period, and that other large orders are possible through the Master Agreement, we have decided to reconsider our pricing offer.

We know that public agencies are enduring a time of lowered revenues coming from a variety of cuts across the board in our economy. In light of this, our offer of cumulative pricing was given in our response to RFP 09-154. By this means, we have sought to provide the LPA and all PPA's access to our prepaid service with the absolute minimum out of pocket commitment, and to provide them with scalable choices to help them recover monies quickly and fund their future purchases from us out of those proceeds, always backed by our unrivaled 400% ROI guarantee. Let me again stress our commitment to work with County officials to perform free AR Analyses to assist them in considering how to significantly increase the recoveries of receivables through the use of our service.

Finally, the involvement of the Florida Association of Counties is a strong motivator for us in our consideration of pricing. We appreciate the FAC's leadership in the state and wish to be associated with its commitment to bringing value to every County in Florida.

## **Pricing for Pasco County Debt Collection**

In light of all the above points and our earnest desire to serve you as described in RFP 09-154, NCSPlus is reducing our prices even more. We hereby offer an across the board price cut of 10% on every service and quantity we have quoted to you previously. This is in addition to all the concessions made previously in our response to RFP 09-154. Please see the comparison chart below to help you assess the savings this represents.

Level I Claims (meet all specifications of RFP 09-154)

Quantity	Previous Unit Price	New Unit Price	System Savings
100	\$20	\$18	\$200
250	\$16	\$14.40	\$400
500	\$14	\$12.60	\$700
1000	\$13	\$11.70	\$1300
2000	\$12.50	\$11.25	\$2250
5000	\$12	\$10.80	\$6000
10,000	\$11.50	\$10.35	\$11,500
25,000	\$11.00	\$9.90	\$27,500

If purchased at the 10,000 claim price, this represents a two year savings of \$23,000 for Pasco County.

## Skip Tracing

Prior to Placement with NCSPlus was priced at \$4. It is now offered at \$3.60 After Placement with NCSPlus was priced at \$3. It is now offered at \$2.70

Although our Basic Service does not include telephone calls (one of the most effective tools in the debt collection tool box), it is recommended to County for small balances in need of collection. Therefore, prices for our Basic service are also offered to County at this newly reduced rate and all other value adds, including cumulative pricing, are retained as described in our reply to RFP 09-154.

**Basic Service** (Includes 5 letter set with Attorney Letter, Credit Reporting, and optional Thank You Letter)

Quantity	Previous Unit Price	New Unit Price	System Savings
100	\$15.00	13.50	\$150
250	\$12.00	\$10.80	\$300
500	\$10.50	\$8.95	\$525
1000	\$9.25	\$8.03	\$925
2000	\$8.75	\$7.88	\$1750
5000	\$8.25	\$7.43	\$4125
10,000	\$7.75	\$6.98	\$7750 -
15,000	\$7.25	\$6.53	\$10,875
20,000	\$6.75	\$6.08	\$13,500
50,000	\$6.25	\$5.63	\$31,250

Sincerely,

Harve Platig

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Direct Fax: (866) 824-9280

#### TERMS AND CONDITIONS OF THE CASH RECOVERY SYSTEM'S PRIMARY PHASE MONEY-BACK GUARANTEE.

NCSPLUS Incorporated (NCS) guarantees that you will recover four times (400%) your paid-in-full system purchase price during the Cash Recovery System's Primary Phase, or NCS will, at its option, (1) provide a full refund on the system's purchase price, or (2) refund the difference between the amount collected and four times the system purchase price. The recovered amount will be determined by totaling the sum of stop service notices on placements as a result of cash collections, rewritten contracts, installment agreements, notes, returned merchandise, and/or settlements made with debtors. A refund application may be submitted one hundred twenty (120) days from the date NCS receives the last of all qualifying (as defined below) original or replacement forms covered by this service agreement. The total of the submitted amounts on all Claim Forms, where service was stopped, will be credited to the guarantee.

Refund eligibility terms require that the total system price shall have been paid in full, and the \$60 annual Service Maintenance Fee (SMF) must also be paid when due to prevent system expiration, and client shall have complied with all terms and conditions herein and on the reverse side of this agreement. If the system is allowed to expire due to non-payment of the annual SMF, then all guarantees shall be null and void. You must also submit to NCS qualifying accounts equal to the total number of Claim Forms in the system. NCS reserves the right to verify refund eligibility. If upon applying for a refund, you are determined to be ineligible, NCS will still continue working additional accounts for free until the 400% return on investment is achieved. All accounts with balances remaining at the completion of the Cash Recovery System's Primary Phase must be transferred to the program's Secondary Placement – American Credit Management Division (ACM) – for intensive telephone and legal collection to qualify for the 400% money back guarantee.

Accounts that qualify must be (1) persons or companies that legally owe you at least ten times the NCS fee per Claim Form, (2) accounts that are not contested, and (3) accounts that are reachable by mail and/or phone through information furnished by you. If mail is returned, NCS will notify client of the skip and client may obtain a replacement Claim Form by returning the mail notification with a check for \$3.00 (on Basic and Level I systems) to cover handling costs within 60 days of notification. If a replacement request is not made within 60 days, the account will be classified as paid in full and that amount will count toward satisfaction of the Guarantee. Note: On Level II, III, IV and V Service (as designated on the reverse side of this service agreement) the \$3.00 fee is waived as free replacements are part of the service for any uncollected account (see below). Non-qualifying accounts are those where prior legal action was taken or accounts where judgements have been obtained, bankruptcies, and accounts which are past due twelve (12) months since last payment or charge. This written guarantee constitutes the entire agreement between the parties and cannot be changed except in writing by the parties.

#### SPECIAL TERMS AND CONDITIONS OF THE LEVELS II, III, IV AND V SERVICE AND THEIR EXCLUSIVE 100% GUARANTEE.

In addition to the money back Guarantee stated above, Level II, III, IV and V Service includes the Exclusive NCS 100% Collection Guarantee. If any account goes through the System's Primary Phase without payment, a replacement Claim Form will be promptly issued upon request without charge. NCS will repeat this process up to four times, if necessary, or until collections are attained on 100% of the System's Claim Forms. This exclusive guarantee is not available on the Basic and Level I Service. All accounts with balances remaining at the completion of the Cash Recovery System's Primary Phase must be transferred to the program's Secondary Placement – American Credit Management Division (ACM) – for intensive telephone and legal collection to qualify for the Exclusive 100% Collection Guarantee. This Exclusive 100% Collection Guarantee is available only on a new client's initial order.

#### SECONDARY PLACEMENT - AMERICAN CREDIT MANAGEMENT (ACM) - TERMS AND CONDITIONS.

Accounts remaining uncollected after completion of the Cash Recovery System's Primary Phase (approximately 120 days of prelitigation collection efforts), will be transferred to ACM for comprehensive hard-core collection service (including litigation, when warranted, at NCS's expense) as a second placement if Client has authorized transfer to ACM on the front side of this agreement. ACM will service transferred accounts in accordance with the terms and conditions stated herein and on the front side of this agreement.

ACM will process all debtor payments and remit a check or present an invoice for payment each month to Client (net of collection fees as specified) along with a statement detailing all transactions processed. ACM is entitled to full commissions on all monies recovered, whether paid directly to ACM or directly to Client. Client agrees that ACM may deduct its collection fees from debtor payments, including those paid directly to Client. Client further agrees to promptly notify ACM of all payments received. Client authorizes NCS to process any Client credit card and/or ACH information on file in payment of any fees that may become due and payable as a result of NCS Primary Phase Services and/or Secondary Placement Services rendered herein.

In accordance with the Standard Contingent Fee Schedule on the front side of this agreement, ACM will charge a 50% fee on accounts forwarded to a collection attorney for litigation, skips/mail returns (Basic and Level I skip/mail returns are automatically accelerated through the cycle for transfer to ACM), NSF checks, accounts with balances less than \$500, accounts previously worked by another collection agency (secondary placements), and accounts past due over twelve (12) months since latest payment or charge.

The applicable contingent fee will be charged on one-half the amount credited to the respective debtor's account for returned merchandise. Client hereby authorizes NCS to endorse and deposit any remittances received from debtors made payable to Client. When litigation is warranted, ACM will advance all costs associated with the filing of legal action on authorized accounts and as prescribed by law. ACM shall be reimbursed for such costs from the first monies collected. ACM will retain all interest and legal fees collected, in consideration for such ACM will retain all interest collected on Secondary Phase (ACM) accounts. Client agrees to promptly report all payments received. It is agreed and understood that if an account is settled directly with Client or withdrawn by Client for any reason, Client will immediately send ACM its full fee. Client agrees that the full ACM fee must be paid to effect the withdrawal of any claims. ACM is authorized to sue, settle or adjust any claims.



**Our Only Business is Putting Money Into your Business** 

# PROPOSAL For Collection Services

# **Pasco County**

PREPARED FOR:

**NCSPlus Cash Recovery System** 

**Comprehensive Collections Program** 

**PREPARED BY:** 

Harve Platig
National Account Executive
NCSPlus, Inc.
(321) 332-7578

hplatig@ncsplus.com



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#### **Attachments**

Attachment 1 - Certifications of Insurance

Attachment 2 - HIPAA

Attachment 3 - Senior Management Support

Attachment 4 - Financial Statement

Attachment 5 - Acknowledgement of Addenda

**Attachment 6 - NCSPlus Service Agreement** 

**Attachment 7 - Client Progress Reports** 

Attachment 8 - Basic Service Price List



#### **Executive Summary**

#### **Corporate Experience and Capacity**

- 1. The number of years in the debt collection business. If the firm has more than one office location, information should be provided for Florida offices and the Corporate headquarters.
  - NCSPlus opened its doors in 1984 and has been in the debt collection business for 25 years.
  - The firm has a strong base of field managers and representatives in Florida. All debt collection work is done out of the New York City corporate headquarters. Account management, training and account service functions are provided by the Florida team with strong support from Corporate Offices.
  - Corporate Headquarters: 117 East 24th Street 5th Floor. New York, New York, 10010
  - NCSPlus Account Service for County: 7200 Westpointe Blvd #1523, Orlando, FL 32835
  - Other Florida locations include: Oviedo, Jacksonville, Naples, Windermere, Bradenton, Melbourne, Tampa
- 2. Listing of key staff members that will be actively working on collection efforts. Details should include title, years and specific type of collection experience, and any collection industry certifications, honors, or affiliations currently held.
  - Christopher Rehkow President of NCSPlus. Mr. Rehkow has over 30 years of
    experience in the debt collection industry, including starting the nation's leading fixed
    fee collections company, NCSPlus. He maintains active membership in the American
    Collectors Association, including all the continuing education certification requirements
    pertaining thereto. Regarded as an expert in all aspects of debt collection, Mr. Rehkow
    is actively involved in the daily supervision of all aspects of NCSPlus.
  - Gary Winston Director of Association Service Department at NCSPlus. Mr. Winston
    has over 25 years of experience in the debt collection industry. He has been with
    NCSPlus since its founding in 1984. Mr. Winston is responsible for providing premium
    collection services exclusively to associations and nonprofits such as The Florida
    Association of Counties and The New York City Water Department (see attachment 7).
  - Bill Spencer Assistant Director of Association Marketing. Mr. Spencer has been with the company for 6 years, providing services to associations, government agencies, and non-profit entities.
  - Eric Carpenter Vice President of Collections. Mr. Carpenter comes to NCSPlus from years of collections work at Bank of America. He is knowledgeable in all aspects of collections and provides liaison between clients, attorneys, and NCSPlus executive management, particularly in Phase II and litigation matters.



- Jonathan Rios Operations Director at NCSPlus. Jonathan has been with NCSPlus for 5
  years and has extensive experience in operational details of the NCSPlus Cash Recovery
  System. Jonathan supervises the processing of letters, calls, credit reports, and skip
  traces along with record keeping and data security protocols.
- Harve Platig National Account Executive at NCSPlus. Harve has over 30 years of experience in all aspects of account and relationship management in many settings from field sales to Board of Director and top executive positions in a large worldwide non-profit corporation. Harve has provided account management for large clients such as Walmart Corporate and Federal Express Corporate. Harve's accomplishments with NCSPlus include providing a well received 45 minute continuing education course to The Business Law Section of The Florida Bar called "Collecting Receivables in Today's Economy." Mr. Platig was responsible for winning the exclusive endorsement of The Florida Homebuilders Association for NCSPlus. Harve has also fostered a vendor relationship with the National Governmental Collectors Association, a nonprofit formed in cooperation with the National Center for State Courts.
- 3. Listing of key management positions in Florida including title, years and type of collection experience, along with collection industry certifications, honors, and affiliations currently held.
  - Lawrence Scott King Florida Regional Manager for NCSPlus. Mr. King is responsible
    for the Florida Region and has served in this capacity for nearly 3 years. Mr. King's full
    career in the US Army and extensive business background prepared him for a
    leadership role with NCSPlus. Mr. King's accomplishments with NCSPlus include
    winning the exclusive endorsement of The Florida Medical Association for NCSPlus as
    well as hiring and training account executives and managers in the state of Florida.
  - Harve Platig National Account Executive and Field Trainer at NCSPlus. Harve will be
    the executive directly responsible for all aspects of account service, training and
    account management for County. Mr. Platig coordinates a team of account managers
    and support staff in Central Florida. Located in Orlando, Harve is the account executive
    responsible for working with the Florida Association of Counties on behalf of NCSPlus.
- 4. Listing of all collection industry certifications and affiliations the firm currently holds.
  - Members of American Collector's Association (ACA)
  - Members of New York Collector's Association (NYCA)
  - Licensed and Bonded in All States where required Nationwide
  - Endorsed by over 500 Business and Professional Associations including Connecticut State Medical Society, Ohio State Medical Association, The Florida Medical Association, and The Florida Homebuilders Association



- Listing of any non-profit organizations with which the vendor may have partnerships or working relationships.
  - Working relationship with The National Governmental Collectors Association
  - Over 20 Years of Service to New York University (see attachment 7)
  - Numerous non-profit Universities and Health Care Providers
- 6. Copy of the firm's most recent annual (audited, if available) financial statement. At a minimum, the financial statement must include the balance sheet, statement of income and retained earnings and footnotes, if applicable.
  - Financial Statement included as Attachment 4.
- 7. Each vendor is required to make three basic commitments incorporated into the FAC Administrative Agreement to ensure the overall success of the program. (Summation: Corporate Commitment, Pricing Commitment, Sales Commitment)
  - NCSPlus fully commits to each aspect of the FAC Administrative Agreement and all commitments described in attached sample agreement
  - NCSPlus fully commits to each aspect of the FAC Master Agreement as described throughout RFP 09-154 and all attachments thereto
  - NCSPlus fully commits to all details of FAC Cooperative Purchasing Agreement



#### **Methodology and Cost**

1. Provide a description of how the firm intends to provide each of the services specified in the Scope of Work (Section 3). List and provide such description for each. Include information regarding how many phone calls will be placed, how many letters will be sent, when skip tracing will be employed, what type of payment system will be used, and other pertinent information.

NCSPlus has over 25 years of experience in fixed fee collections. Our service to the County will include collection letters, an attorney demand letter, an optional thank you letter, telephoning, and credit reporting to all three national credit bureaus, all as part of a Phase I service of approximately 120 days. All letters and calls are in the name of County as exclusive payee. Phase II service will include intensive collections activity on a contingency basis, including litigation when warranted at County's discretion and with no additional out of pocket expense to County. Services for the County will include each of the following actions performed as described:

#### Collection Letters:

Day 1 – The first letter sent on behalf of the County will be selected from one of the following three choices: Audit Letter (more diplomatic), Bad Check Letter, or Strong Collection Letter. County may choose separately for each delinquent account placed for collection through use of secure website NCSPlus will build for County, or by bulk submission of claims via spreadsheets or other formats.

Day 30 – A second collection letter is sent on behalf of County by NCSPlus, notifiying them of credit reporting of non-paying debtors. All collection letters in Phase I (approximately 120 days) instruct debtors to remit directly to County.

Day 42 – Third collection letter is sent on behalf of County. Each letter has a different look and size from the previous. Varying the look of letters is more effective at motivating debtors to open, read, and respond with payment.

Day 56 – Attorney Demand Letter. Debtors receive attorney contact via this letter. Provision of an Attorney Demand Letter in Phase I is an unparalleled value to NCSPlus clients.

Day 70 – Final Notice Collection Letter. The fifth letter informs debtors who have not paid that unless they pay County what is owed, they will be reported to all three national credit bureaus - Experian, Equifax, and Trans Union. (In the event County would choose not to credit report a debtor for any reason, a collection letter without mention of credit reporting is used.)

Optional Thank You Letter. At County's option, a Thank You Letter will be sent on behalf of County once final payment is received from debtor. This is done for no additional charge.

Additional facts regarding NCSPlus letters: NCSPlus has the finest letter set in the industry. Letters are printed on high quality paper using state of the art ceramic print head technology. The high quality level increases likelihood that debtors will read carefully and take action to pay what is owed. Letters can be marked with client reference data in a user defined field of 26 alphanumeric characters. County may choose to utilize this feature for its own internal reference. Custom wording can be requested on orders above 2000 claims. The NCSPlus letter set is fully compliant with all applicable laws. Days given for sending of letters are approximate.



#### **Collections Telephone Calls**

During Phase I, three collections telephone calls will be placed to each debtor on behalf of County. Calls are made in name of County as direct payee of the debt. These are not automated voice calls but rather live collectors making personal, professional, and courteous contact with each debtor.

NCSPlus telephone collectors use predictive dialing technology and calls are placed during days, nights, and weekends, maximizing use of collection call hours that are allowed by law. All procedures are fully compliant with The Fair Debt Collection Practices Act and all applicable laws related to collections and collections calls. Our aim in all communications is to educate, not alienate debtors. During Phase I, telephone collectors instruct debtors to remit directly to County to avoid further action.

Additional facts regarding NCSPlus collections calling: In July of 2009 NCSPlus installed the TeleAdvantage Digital PBX telephone system. This system enhances call capabilities and exceeds current federal recording and documentation requirements for collections calls. The advantage to the County is that NCSPlus is using cutting edge call recording procedures and technology for all collections activity, maximizing both collections and accountability.

#### **Credit Reporting**

NCSPlus reports debtors who do not pay in Phase I to all three national credit bureaus - Experian, Equifax, and Trans Union. Debtors who know they will be credit reported have a much greater incentive to pay what they owe in order to avoid being reported. Debtors who have been credit reported have a much greater incentive to pay the debt in order to repair their credit. By providing credit reporting of non-paying debtors as an included feature of Phase I service, all at a fixed fee, NCSPlus makes maximum use of precious time while debt is most collectable.

#### Skip Tracing

NCSPlus has strong skip tracing capability for locating debtors who have left with no forwarding address. Up to 12 data sources are used to seek out debtors who have skipped. A proprietary system is used by NCSPlus to combine available data into one report for our collectors, maximizing their speed of locating and re-contacting debtors. When a skip trace produces a new address in Phase I, letters will restart at Letter 1, providing County with full Phase I service from that date.

At County's option during Phase I of the service, if mail is returned, NCSPlus will investigate and locate the debtor and restart the collections service. The charge for this service is \$3 per occurrence. At County's option, known mail return accounts may also be skip traced prior to Phase I service for a cost of \$4 each. Use of this option allows County to re-bill the debtor if preferred prior to placing them for collections with NCSPlus, thus reducing County's out of pocket expense.



#### **Phase II Collections**

NCSPlus offers County the strongest follow-through in the industry to collect from debtors who do not pay in Phase I. Our senior collectors continue letters and calls and also employ asset searches and advanced skip tracing in Phase II. Due to the comprehensive nature of our Phase I work, Phase II collections begin at a more advanced point with each debtor. Since debtors have already received phone calls, an attorney letter, and they know they have been credit reported, they begin Phase II with clear knowledge that County is serious about pursuing this debt until payment is made. All Phase II collections are made on a straight 50% contingency basis.

#### Litigation is Included with Phase II Collections

NCSPlus partners with outstanding Florida attorneys for Phase II litigation services. When appropriate, litigation services are provided at County's discretion and NCSPlus' expense.

#### **NCSPlus Claims Do Not Expire**

NCSPlus claims have no expiration date. This feature maximizes value to County in that higher volumes of claims can be ordered to lower pricing and reduce County's out of pocket costs.

#### Online System and Claim Submission

NCSPlus will build a secure website for County providing the following functionality:

Claims may be submitted through use of the online system. Claims may be placed individually or in bulk by forwarding spreadsheets or other formats to NCSPlus. Formats supported include the following:

- ➤ MS Word
- ➤ MS Excel
- ➤ Standard Unix/Linux
- > ASCII files
- > Standard CSV files with file layout provided.
- > Files may be transmitted to NCSPlus via secure FTP server or via encrypted e-mail submission as preferred by Client.
- > File confirmations available upon request.
- > A specifically designed MS Excel spreadsheet is offered by NCSPlus as a preferred means of bulk submissions

The most commonly used submission method after initial bulk of claims are loaded is by entering claims into online system through web portal. NCSPlus is very flexible in working with clients' preferred formats and can readily customize use of applications for County's convenience. Weekly payment updates may also be processed on the above specified criteria.

County has numerous options at time of claim submission including selection of first letter type (Audit Letter, Bad Check Letter, or Strong Collection Letter), and option to withhold credit reporting of any individual debtor if desired.

Online reporting is continuous from the time a claim is placed. Online system provides progress reporting that can be updated, reviewed, and printed at any time. This highly secure system can be accessed by County's authorized employees via password protection from any computer with internet access. Online progress report details are as follows:



- Online Progress Report- This report displays collections to date by each individual debtor payment received and includes the following information:
  - o Claim number and debtor name
  - o Balance due
  - Date claim placed
  - Last action date
  - Last letter sent
  - Current collection status
  - o County's own reference line of 26 alphanumeric characters
- This report also identifies the number and dollar amount of claims in the following areas:
  - o Claims purchased
  - o Claims submitted for collection
  - o Claims paid in full
  - o Claims with partial payments made
  - o Claims with payment arrangements made
  - o Claims settled in full
  - Performance collected to date
  - Average balance of claims submitted
  - Skip and mail returned claims
  - Service complete for initial placement
  - o Disputed or bankrupt claims

#### Florida Based Account Team

NCSPlus has a Florida based account team to serve County's needs under the direction of National Account Executive, Harve Platig. Live onsite visits, telephone support, online monitoring of progress, e-mail support, and training will be provided.

#### Toll Free Hotline

A toll free hotline for County will be provided for account service to maximize support for County's effective use of NCSPlus service. Details of toll free hotline for debtors will be customized to meet County's collection needs.

#### Fax Number

A designated fax number for support, ordering, and other requests will be provided to County.

#### E-mail Support

A designated e-mail address will be provided for general inquiries, online ordering, and account service. E-mail address provided for account service will be closely monitored to produce excellent response times for all questions or needs. Every effort will be put forth to provide fast, reliable, and effective support to County with all debt collection matters. Details of designated e-mail address for debtors' use will be customized to meet County's collection needs.

#### Receiving and Processing of Correspondence and Communications

NCSPlus will receive, process, and record all debtor communications as appropriate.

Our Only Business is Putting Money into your Business - Full Service Cash Flow Management



#### Records

Records will be maintained at all times including auditable financial records where appropriate. Logging and recording of debtor calls and communications are included in service as described throughout this agreement.

#### On Site Training

One full day of training will be provided by Florida account management with additional on site training and follow up visits as needed in order to maximize County's recoveries through knowledgeable use of system.

#### Pavment System

Payments from debtors will be made directly to County throughout Phase I. In Phase II, remittance to County will be made monthly by NCSPlus. Payments made directly to County in Phase II will be invoiced per contingency agreement.

Payment of fixed fee to NCSPlus may be made by County via credit card, ACH, or check.

Phase II payments made by debtors may also be made via credit card, ACH, or check.

#### **Guaranteed Results**

NCSPlus has the strongest collection guarantee in the industry.

"In accordance with the Cash Recovery System service agreement, if the service fails to return at least 400% on your investment within 120 days from the date the last claim form from your system is received, keep what you have collected, and submit the money back guarantee for a full refund."

See attached exhibit with this proposal for copy of service agreement referenced above.

#### <u>Virtually Complaint-Free Collections Process</u>

The design of the NCSPlus Cash Recovery System avoids the complaints that are common in the collections industry. Reasons for this are respectful and professional communications combined with a Phase I fixed fee period during which all letters and calls instruct debtors to pay the County directly. Excellent community relations on behalf of County are always maintained. Even in Phase II during which contingency collections are conducted, the more comprehensive nature of our Phase I work allows us to avoid the complaints commonly found in contingency or lighter Phase I fixed fee companies. All this is due to clear and complete communications at the earliest stages of the collections process coupled with a highly developed ethic of respect in communications.

#### NCSPlus Fully Complies with Each Detail of Solicitation

NCSPlus fully complies, and will fully comply with each detail of solicitation found in Section 4.



#### Why Choose NCSPlus for Fixed Fee Collections?

The average US collections agency has a 15% success rate and charges fees of 30-50%. NCSPlus has an average success rate of 56% in its Phase I service alone at a fee of typically less than 10% and often as low as 1% and 2%. The fixed fee debt collections model is a more effective and affordable means of debt collection. The NCSPlus fixed fee process provides benefits offered by no other fixed fee collections agency. Please consider that even if another agency offered a lower per claim price, but provided only a 200% ROI Guarantee, then the guaranteed result would be lower per dollar spent regardless of unit price. \$1 spent with them guarantees a \$2 return, while \$1 spent with NCSPlus brings at least a \$4 return. By putting greater weight of action into our Phase I service, NCSPlus assures greater recoveries in Phase I where money is paid directly to County. This approach favors the County rather than the collections agency. Lighter fixed fee offerings weight the recoveries into Phase II where the collections agency makes more money but the County receives less. Contingency agencies may add large collections fees to debtor's bills, but recovery rates are lower as a result, reducing monies received by County and increasing losses and write-offs. At NCSPlus, we recover more, charge less, and guarantee our work like no one else.

#### Comprehensive Fee Schedule

NCSPlus Level I Service for Pasco County (Includes all actions of Phase I activity described in this proposal and the ability to transfer to Phase II at no additional out of pocket expense)

Number of Claims	Unit Price	<b>Total Price</b>
100	\$20	\$2,000
250	\$16	\$4,000
500	\$14	\$7,000
1,000	\$13	\$13,000
2,000	\$12.50	\$25,000
5,000	\$12	\$60,000
10,000	\$11.50	\$115,000
25,000	\$11.00	\$275,000

#### **Guaranteed Results**

"In accordance with the Cash Recovery System service agreement, if the service fails to return at least 400% on your investment within 120 days from the date the last claim form from your system is received, keep what you have collected, and submit the money back guarantee for a full refund."

See attached exhibit with this proposal for copy of service agreement referenced above.



#### Annual Service Maintenance Fee Waived for County

Annual Service Maintenance Fee for County is waived for the five year period of contract due to County's affiliation with the Florida Association of Counties.

#### **Cumulative Pricing**

NCSPlus offers County complete flexibility and volume buying power by extending to County cumulative pricing. County may place an initial order for as many or few claims as desired with an initial order of as few as 100 claims. NCSPlus will continue to lower pricing as per price list given in this document on the cumulative total of County's purchases within each year of contract. Utilization of this method allows County to make a very small initial out of pocket investment and then fund future purchases out of the proceeds from collections provided.

For instance, If County chooses to make an initial order of only 100 claims at a total price of \$2,000, and then on a later date decides to also purchase another 150 claims, the second order of 150 claims will be sold to County at the reduced 250 quantity price of \$16 per claim due to the cumulative total of 250 purchased, a savings of \$4 per claim. All additional orders made by County in that contract year will benefit from the lower price, and will keep dropping until the 25,000 quantity \$11 per claim price given on price list in this proposal is reached.

**Example 1:** County makes initial purchase of 100 claims, then a second purchase of 400 claims.

First purchase is at \$20 per claim. Second purchase is at \$14 per claim (the 500 claim price). This option offers the lowest initial start-up. All future purchases in that year will begin from this point providing even more savings.

**Example 2:** County makes an initial purchase of 1000 claims and a later second purchase of 4000 claims.

First purchase is at \$13 per claim. Second purchase is at \$12 per claim (the 5000 claim price). This option offers a moderate start-up cost with volume benefits from the outset. All future purchases in that year will begin from this point providing even more savings.

**Example 3:** County makes an initial purchase of 5000 claims, a later second purchase of 5000 claims, and a third purchase is made for 15,000 claims.

The first purchase is at \$12 per claim. The second purchase is at \$11.50 per claim. The third purchase is at \$11.00 per claim (the 25,000 claim price). This option offers maximum volume benefit with a larger but very affordable start up cost. All future purchases in that year will begin from this point providing even more savings.

**Example 4:** County makes an initial purchase of 10,000 claims to collect ambulance bills. At a later date, another department within County needs to collect on 100 hotel/motel tax accounts.

Since the County's current price is based on the initial 10,000 order, the hotel/motel tax accounts can be collected at a price of only \$11.50 each. This option uses a higher startup cost to achieve low unit pricing right away. All future purchases in that year will begin from this point providing even more savings.



#### Payment Terms

- ✓ Payment for each order and reorder is due net thirty days from day order is placed.
- ✓ Orders will be accepted with an authorized purchase order agreement
- ✓ Work will commence upon receipt of an authorized purchase order from County
- ✓ Payment terms are negotiable

#### **Invoicing Methodology**

- ✓ Initial order is placed using service agreement (see attachment 6)
- ✓ Reorders are placed using a new service agreement for each batch of claims
- ✓ Reorder service agreements will reflect cumulative pricing for County
- ✓ All service agreements may be submitted via fax, mail, or email
- ✓ Cumulative pricing for County will be supervised by Harve Platig to assure that each reorder receives full credit for price breaks as described in proposal
- ✓ Due to NCSPlus' high level of technological sophistication, custom ordering methodologies may be developed and utilized at County's request



#### **Legal and Contract Challenges**

1. List by case name and case number all pending litigation in which offeror is involved as a party or offeror's officers are involved as parties in their official capacity. Include cases pending in any Federal or State jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it. Also list all arbitrations offeror is involved in as a party and include name and address of the arbitrator(s) for each listing.

Offeror hereby affirms that no such cases exist.

2. Within the last three (3) years, have any of your firm's contracts for debt collection services been considered in default, suspended or terminated for cause? If so, please attach an explanation of the matter(s), included the name of the client and contact information.

Offeror affirms that no such matters have occurred.

3. Within the last three (3) years, has your firm been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency? If so, please attach a full explanation.

Offeror hereby affirms that no such debarments or suspensions have occurred.



#### **Summary and Conclusion**

NCSPlus is dedicated to meeting collection needs of County in the most effective and affordable manner possible. NCSPlus is excited to offer County maximum flexibility and volume pricing advantages by offering cumulative pricing. By this means, County may begin collections for as little as \$2,000 of initial expenditure if out of pocket cost is most at issue, or may begin with an initial purchase of \$115,000 if reaching the lowest unit price is top priority, or may begin at any point in between to strike the greatest balance for specific needs of County. NCSPlus commits to working closely with County to maximize effectiveness and affordability as all of County's collection needs become known. County will find the NCSPlus Cash Recovery System easy to understand and use having been fine tuned and continuously improved throughout the 25 year history of NCSPlus in fixed fee collections. Having seen the revenue advantages enjoyed by public sector clients, such as New York City Water Department and many others who utilize our service, NCSPlus is eager to put our full capability to work on County's behalf to make a significant impact in the recovery of County's funds. **Start Date:** NCSPlus is ready to begin service to County immediately and can easily meet a December 1, 2009 start date or a January 1, 2010 start date as outlined in Addendum 2.

#### **Additional Points for Consideration**

- Wherever allowed by law, NCSPlus clients may add a collection charge when placing claims for collection. By adding this charge in the amount of the per claim price, cost to collect may be further reduced.
- NCSPlus offers a "Basic" service that provides 5 letters including an attorney demand and credit reporting, but without telephone calls. Though outside the statement of work described in the RFP, this level could be a valid consideration for County's needs to collect smaller balances such as library fines. Unit prices of these claims are as low, and often lower than all known prices of competitors who offer a "letters only" Phase I service, even though NCSPlus includes an attorney letter and credit reporting in this service at no additional charge. NCSPlus Basic Service is also backed by our 400% ROI Guarantee. Fee schedule for Basic Service follows as attachment 8 to this document. Our offer of cumulative pricing is good for Basic Service as well. Basic Service is recommended to County for smaller balances (less than \$110).



#### References

Each of the following clients is happy to share their experiences with NCSPlus with representatives of County. Please see Attachment 7 for detailed progress reports showing collections results. Each entity paid approximately the same prices being offered to County in this proposal, but without some of the advantages of cumulative pricing that are specially extended to County in this proposal. ROI's given are based upon current prices but without calculating cumulative pricing benefits as this is uniquely offered to County and PPA's for this proposal.

#### New York City Department of Environmental Protection (Water Bills)

Deputy Commissioner Joseph Singleton, Jr. 59-17 Junction Boulevard Flushing, NY 718-595-6650

#### **New York City Water Department Progress Report Summary**

903 claims used at a unit price of \$13 per claim

Price to City of claims used: \$11,739

Phase I Collections as of progress report: \$755,891.36

ROI: 6,439%

#### **Seals Ambulance Service**

Marie Seals P.O. Box 175 Fortville, IN 46040 317-485-5881

#### **Seals Ambulance Service Progress Report Summary**

771 claims used at a unit price of \$12.50 per claim

Price of claims used: \$9,637.50

Phase I Collections as of progress report: \$90,149.47

ROI: 935%

#### Orlando Orthopedic Centers

Carmen Lopez 100 W. Gore Street Orlando, FL 32806 407-849-6867

#### **Orlando Orthopedic Centers Progress Report Summary**

1000 claims used at a unit price of \$13 per claim

Price of claims used: \$13,000

Phase I Collections as of progress report: \$83,744.40 (these debts were up to 2 years old!)

**ROI: 644%** 



# <u>Attachment 1</u> Certifications of Insurance



## **Certifications of Insurance**

## NCSPlus Hereby Certifies the Following Insurance Coverages\*

Worker's Compensation in at least the limits as required by law.
Employer's Liability Insurance (of not less than \$100,000 for each accident). Contractor agrees to waive its right of subrogation as part of this coverage.
Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than \$300,000 each occurrence.  [Currently not applicable to NCSPlus Service but will supply if/or when necessary]
Professional Liability Insurance including Errors and Omissions with minimum limits of \$1,000,000 per occurrence
*Certificates and Policies available upon request



# <u>Attachment 2</u> HIPAA

#### AGREEMENT FOR HIPAA BUSINESS ASSOCIATE

BY AND BETWEEN the BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FL., a political subdivision of the state of Florida (hereinafter, the COVERED ENTITY) and

NCSPlus Incorporated .. whose

business address is 117 East 24th Street, NYC 100 (Rereinafter the BUSINESS ASSOCIATE).

WHEREAS, the COVERED ENTITY and the BUSINESS ASSOCIATE share health information that is deemed confidential under the Health Insurance Portability and Accountability Act (HIPAA); and

WHEREAS, it is the intent of both parties to comply to the fullest extent possible to the confidentiality requirements under HIPAA; and

WHEREAS, this agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by the Business Associate from or on behalf of Covered Entity will be handled.

NOW THEREFORE, the parties do hereby agree as follows:

#### 1. **Definitions**:

- a. <u>Individual</u> The term "Individual" shall have the same meaning as the term "individual" in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
- b. <u>Privacy Rule</u> The phrase "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.
- c. <u>Protected Health Information</u> "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. <u>Designated Record Set</u> The phrase "Designated Record Set" shall have the same meaning as the phrase "designated record set" as set forth within the Privacy Rule, as may be amended from time to time.
- e. Required By Law "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501 and shall also include the confidentiality requirements under Florida law.

f. <u>Secretary</u> "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

#### 2. Purpose

This Agreement sets forth the terms and conditions pursuant to which PHI that is held, transmitted, disclosed, received or created by Business Associate from and on behalf of Covered Entity will be handled. Except as otherwise specified herein, Business Associate may make all uses and disclosures of PHI necessary to perform its obligations to the Covered Entity under any written agreement with the Business Associate or pursuant to the Covered Entity's written instruction, provided that such use or disclosure would not violate the Privacy Rule. All other uses and disclosures not required by law, authorized by this Agreement or authorized by any other written agreement with Covered Entity or Covered Entity's written instructions are prohibited.

#### 3. Obligations and Activities of Business Associate

- a. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- Business Associate shall implement and maintain safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to the Covered Entity any use or disclosure of the Protected Health Information not permitted for by this Agreement made by the Business Associate, its employees, agent or subcontractor of which it becomes aware within ten (10) days of the Business Associate's discovery of such unauthorized use and/or disclosure.
- e. Business Associate shall require that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity shall execute a written agreement that agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such Health Information.
- f. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to Covered Entity or to the individual(s) identified by Covered Entity as being entitled to access and

copy that Health Information, and (b) make any amendments to Health Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

- g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, upon the written request of the Covered Entity in a timely manner.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner required by the Covered Entity in writing or designated by the Secretary, within ten (10) days of the request for purposes of the Covered Entity determining Covered Entity's compliance with the Privacy Rule.
- i. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.
- j. Business Associate agrees to provide to Covered Entity or an Individual, in a timely manner, information collected in accordance with Section 3 of this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. Within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual to amend the Individual's PHI or to account for disclosures of the Individual's PHI in accordance with the provisions detailing the "Designated Record Set" in the Privacy Rule in accordance with Section 7 of this Agreement.
- k. Unless Business Associate has an independent right to PHI received from, or created or received by Business Associate on behalf of Covered Entity. Upon termination of this Agreement, Business Associate shall return to Covered Entity or destroy, as requested by Covered Entity, all PHI in accordance with Section 8 of this Agreement.
- Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnities") against all damages, losses,

lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce. Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

#### 4. Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified herein <a href="INSERT ACTIVITIES OR SERVICES TO BE PERFORMED AND/OR NAME AND DATE OF MAIN CONTRACT">INSERT ACTIVITIES OR SERVICES TO BE PERFORMED AND/OR NAME AND DATE OF MAIN CONTRACT</a>, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

#### 5. Obligations of the Covered Entity

- a. The Covered Entity will provide the Business Associate a copy of its Privacy Practices and Restrictions.
- b. The Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c. The Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity. [This provision shall not apply if the Business Associate will use or disclose protected health information for, and the contract between the parties includes provisions for, data aggregation or management and administrative activities of Business Associate].
- d. Handling of "Designated Record Sets" In the event that a PHI received or created by Business Associate on behalf of Covered Entity constitutes a "Designated Record Set," as defined in the Privacy Rule:
  - Business Associate agrees to make any amendments to PHI that Covered Entity directs pursuant to Privacy Rule at the request of Covered Entity or the individual and the time and manner designated by Covered Entity.
  - b. Covered Entity agrees to:
    - Notify Business Associate, in writing, of any PHI Covered Entity that seeks to make available to an Individual pursuant to the Privacy Rule and the time and manner in which Business Associate shall provide

- such access; and
- (ii) Notify Business Associate, in writing, of any amendments to PHI in the possession of Business Associate shall make and the time and manner in which such amendments shall be made
- 6. Term The Term of this Agreement shall be effective as of the date executed by the Covered Entity, and shall terminate when all of the Protected Health Information provided by the Covered Entity to Business Associate, or created or received by Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Agreement. This Agreement applies to all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which Covered Entity provides PHI to Business Associate in any form or medium whatsoever. This Agreement shall automatically be incorporated into all subsequent agreements between Covered Entity and Business Associate involving the use or disclosure of PHI, whether or not expressly referenced therein
- 7. <u>Termination for Cause Upon the Covered Entity's knowledge of a material breach by Business Associate, the Covered Entity shall either:</u>
  - a. Notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;
  - b. Upon written notice to the Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if the Business Associate has breached a material term of this Agreement and cure is not possible; or
  - c. If neither termination nor cure are feasible in the Covered Entity's judgment, Covered Entity shall report the violation to the Secretary.
  - d. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 9.b or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

#### 8. <u>Effect of Termination</u>

Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf

of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon the Covered Entity's agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 9. Miscellaneous

- a. Relationship to Underlying Agreement(s) Provisions In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).
- b. Amendment The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated concurrent or subsequent to the date hereof and duly executed by the parties hereto.
- c. <u>Survival</u> As provided in the Agreement, certain rights and obligations of the Business Associate survive the termination of this Agreement.
- d. <u>Interpretation</u> Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Florida law.
- e. <u>Severability</u> In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof.
- f. <u>Binding Effect</u> This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.
- g. <u>Entire Agreement</u> This Agreement represents the entire Agreement between the parties and supersedes all prior oral and written communication and representations.

- h. Non-Waiver A failure of any party to enforce at any time, any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.
- i. <u>Execution in Counterpart</u> This Agreement will be executed in counterparts, the effect of which will be the same as if executed at the same time.

This Agreement shall be governed by and construed by the laws of the State of Florida and venue for any action arising out of or relating to this Agreement shall be in Pasco County, Florida.

IN WITNESS WHEREOF, the undersigned has 22nd day of September, 20	nave executed and delivered this instrument this 109.
[SEAL]	"COVERED ENTITY" BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA
BY: BY PAULA S. O'NEIL CLERK & COMPTROLLER	:CHAIRMAN
[CORPORATE SEAL]	"BUSINESS ASSOCIATE"  NCSPlus Incorporated
BY:BY	Corporate President
Witnessed: Nicholas Campese	



# <u>Attachment 3</u> Senior Management Support



### NCSPlus Incorporated Our Only Business is Putting Money Into your Business

Corporate Office:

Telephone: 212-213-3000

Toll Free: 800-363-7215

117 East 24th Street 5th Floor

New York, N.Y. 10010

Fex: 212-213-3320

http://www.ncsplus.com

September 22, 2009

Pasco County Board of Commissioners Purchasing Department 8919 Government Drive New Port Richey, FL 34654

Dear Sirs/Madams,

RE: RFP 09-154 Statement of Support of Vendor's Senior Management

As per your paragraph captioned <u>Corporate Commitment</u> on page seven of the RFP 09-154, the senior management of NCSPlus Incorporated fully supports the FAC and the Master Agreement is the primary offering to PPAs in Florida. Existing local government clients will be transitioned to the program as renewals occur.

Christopher K. Rehkow

President

Sincerely



# <u>Attachment 5</u> Acknowledgement of Addenda



#### PASCO COUNTY, FLORIDA

PURCHASING DEPARTMENT 8919 GOVERNMENT DRIVE NEW PORT RICHEY, FL 34654 PH: (727) 847-8194 FX: (727) 847-8065 www.pascocountyfl.net

#### ADDENDUM TO REQUEST FOR PROPOSALS

September 9, 2009

TO: Concerned Offerors

RE: Addendum No. 1—RFP 09-154 Debt Collection Services

The closing date for the above-referenced solicitation has been changed to September 25, 2009. The closing time of 4:30 p.m. remains unchanged.

This extension is due to our receipt of numerous questions, which will require additional time to address.

I appreciate your kind cooperation and regret any inconvenience this may have caused. If there are any additional questions, please contact the Purchasing Department at (727) 847-8194.

Sincerely,

Scott P. Stromer Purchasing Director

SPS/ke

Addendum No. 1 – RFP No. 09-154 (Debt Collection Services) Page 1



### PASCO COUNTY, FLORIDA

PURCHASING DEPARTMENT 8919 GOVERNMENT DRIVE NEW PORT RICHEY, FL 34654

PH: (727) 847-8194 FX: (727) 847-8065 www.pascocountyfl.net

#### ADDENDUM TO REQUEST FOR PROPOSALS

September 21, 2009

TO: Concerned Offerors

RE: Addendum No. 2-RFP No. 09-154 (Debt Collection Services)

The closing date for the above-referenced solicitation has been changed to October 2, 2009, to allow additional time to consider the following information. The closing time of 4:30 p.m. remains unchanged.

Numerous questions were received regarding the above-referenced solicitation. The following represents the best information that is currently available and germane. It is important to note that the County is seeking a solution that maximizes recovery and minimizes out-of-pocket expenditures to secure such recovery. The County will entertain any proposal or methodology that proves to meet these requirements. The County currently uses a traditional contingency-based model of recovery, which has produced typical results. Items underlined below indicate additional information that must also be included in each firm's response.

- 1. The County anticipates a contract start date of December 1, 2009, or January 1, 2010.
- 2. The current service provider is Credit Control of Pinellas, Inc., and the contingency fee is 17%.
- 3. The County is seeking one (1) primary service provider for the specified services.
- 4. The majority of delinquent accounts are owed by private consumers.
- 5. The approximate age of each delinquent account is 160 days, with an approximate dollar amount of \$350.00 to \$400.00 each.
- During the initial 160 days of delinquency, the County makes attempts to collect.

Addendum No. 2 – RFP No. 09-154 (Debt Collection Services) Page 1

- 7. The County does not intend to move any accounts held by the incumbent service provider to the new service provider.
- All accounts that involve the Emergency Services Department will contain HIPAA
  protected information. Accounts involving other agencies or departments, may or
  may not involve HIPAA protected information as this will depend on the activity.
- 9. Offerors shall submit a total of six (6) copies of their respective proposal. There is no need to distinguish between "original" and "copy," as all submittals shall be complete and identical.
- Offerors are welcome to offer any methodology that utilizes fixed fees, contingency fees, a combination of fixed fees and contingency fees, or any other model that maximizes recovery and minimizes out-of-pocket expenditures to recover such recovery. All methodologies must be well-defined and guaranteed. Offerors must provide at least three (3) examples of actual collection rates from customers of similar size and scope for the methodology that is proposed. Customer name and complete contact information must be included for verification purposes.
- 11. The County estimates the number of bad debt accounts to be between 9,000 and 10,000 each year, with a value of between \$3.6 and \$4.2 million per year. This estimate only involves the Pasco County Emergency Services Department (Ambulance Billing). Because of the anticipated partnership with the Florida Association of Counties (FAC), this volume is expected to increase with the participation of other agencies throughout the State of Florida.
- 12. The successful vendor must have sufficient staff in Florida to provide adequate and timely service to the County and Participating Public Agencies (PPAs). Actual collection operations do not actually have to be performed within the State of Florida. No preference will be given to vendors who perform collection operations in the State of Florida.
- 13. The County will consider contracts from another PPA or the General Services Administration (GSA) provided they are consistent with the parameters and scope of work contained in the RFP.
- 14. At this point, no other PPAs have committed to participate in this program, but both Pasco County and FAC have extensive experience in developing contracts for use by other counties and local governments. Given the emphasis on maximizing return and minimizing out-of-pocket expenditures, and the widespread need to increase revenue, both Pasco County and FAC anticipate that the resulting contract will receive strong interest and support throughout the State of Florida.

- 15. PPAs will work with the successful vendor to determine the appropriate file format. Pasco County will use Microsoft Word format. Offerors shall provide a list of all supported file formats.
- 16. Placement of account types will vary depending on the technological sophistication of the successful vendor and the PPAs. Offerors shall provide a description of the placement methodology their firm prefers and can support.
- 17. Invoicing will vary depending on the technological sophistication of the successful vendor and the PPAs. Offerors shall provide a description of the invoicing methodology their firm prefers and can support.
- 18. FAC's administrative fee will be negotiated with the recommended vendor. Furthermore, there is no need to enter a fee amount on the Sample Administrative Agreement—this agreement is simply provided for reference purposes.
- 19. The pricing commitment that is incorporated into FAC's Administrative Agreement contemplates the "lowest available" rate to be based on similar work under similar circumstances.
- 20. If fixed fees are proposed, such fees shall be based on each account placed or assigned to the vendor. A sliding fee schedule, based on volume, is also acceptable provided that the fee for each account placed or assigned can be easily determined.
- 21. Telephone calls and letters will be made in the name of the County/PPAs
- 22. Offerors shall assume that the County/PPAs will want "thank you" letters sent to all accounts that pay. A separate fee for sending such "thank you" letters will not be considered.
- 23. A notice from a collection agency will not suffice in lieu of an attorney demand. An attorney demand is required.
- 24. If the fixed fee methodology is proposed and utilized, the County's purchase of services shall not expire after a specified time period. For example, if the County purchases a block of 1,000 claims/accounts, those claims/accounts shall remain valid as long as the County is still under contract with the vendor. The County's purchase does not expire if not used within a specified time window.
- 25. Sections 4.14.1 and 4.14.3 (Page 12-Statement of Work) is intended to cover and facilitate communication with those that owe the County/PPAs, not the County/PPAs themselves.
- 26. Section 4.14.2 (Page 12-Statement of Work) is intended to be used by the County/PPAs.

- 27. The components of the management reports contemplated in Section 4.15 (Page 12) will be established individually by the successful vendor and the County/PPAs to ensure timely access to the status of collection efforts at an aggregate level.
- 28. Reference to ". . . support system to provide assistance to local government entities. . ." on (Page 15, Item 7—Review and Assessment) relates to the successful vendors support of the County/PPAs as indicated earlier in the RFP and herein.
- 29. Section 23.3 (FAC Administrative Agreement) addresses circumstances where the successful vendor and FAC may wish to collaborate on the provision of products or services unrelated to the Administrative Agreement. Such collaborations will be mutually agreed to and addressed separate and apart from the Administrative Agreement.

I appreciate your participation in this process and hope the above information is helpful. Not every question asked was answered. In many cases, requested data was/is not readily available. Due to the time constraints, no further questions will be entertained prior to the new closing date. It is important to note that we are seeking the most innovative methodology that maximizes our recovery of payments and minimizes our out-of-pocket expenditures. It is incumbent upon each responding firm to "put their best forward" and offer a solution that makes the best business sense.

Sincerely,

Scott P. Stromer Purchasing Director

SPS/ss



### Attachment 6

NCSPlus Service Agreement



### Client (System) Number Report Order Today's Date

SERVICE AGREEMENT PRINT ORDER

#### **COMPLETE AND MAIL TO: NCSPLUS Incorporated**

www.ncsplus.com

Order Department

Initial Password				<sup>™</sup> <b>U</b> 415829			N	117 East 24th St. 5th Floor New York, NY 10010			
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ate, secure and process payments on submitted accounts and foward recovered funds monthly net of contingent collection fees in accordance with ACM fee schedule detailed above. There is no time limit on the Primary service so long as the annual \$60.00 Service Maintenance Fee has been remitted at the end of each twelve (12) month period following the date of purchase. There is no time limit on the Secondary Phase of Service (ACM). All payments and rearrangements must be communicated directly to NCS headquarters in New York, NY. Collection forms, services and procedures may be changed from time to time due to applicability, availability, and / or to comply with state and federal regulations. All orders final only after accepted at NCS New York, NY.

I have read the reverse side of this agreement and fully understand the terms and conditions of the services performed and the guarantee. This written agreement constitutes the entire agreement between the parties and cannot be changed except in writing signed by the parties.									
Signed by Client	Primary Rep	None	Reg. Der Humber						
Plet Name	Secondary Rep	News	Reg Dut. Number						



## Attachment 7

**Client Progress Reports** 



Home Client Services Progress Report - Client Number: NEW881-01

## **Progress Report**

NYC DEPT. OF ENVIRONMENTAL

PROTECTION

P.O. BOX 732056

ELMHURST NY 10008

PHONE: 718-595-7890 FAX: 718-595-7337

ACCOUNT REPRESENTATIVE:

YAAKOV DOLLMAN

212-213-3000 EXT. 3250

LEVEL I SERVICE

Claim Number	Dehter Mama		Reference	Original Balance	Date Placed	Last Action	Ltr Code
DEP0000022785	SC		0000022785001 JUL05,2008	1,389.23	08-08	09-21-09	5 PT
DEP0000025983	F	HLIP J	0000025983001 JUL05,2008	641.74	08-08	09-21-09	5 PT
DEP0000026587	GC	'IO	0000026587001 JUL05,2008	1,465.96	08-08	10-23-08	5 \$C
DEP0000030988	LÇ		0000030988001 JUL05,2008	1,483.51	08-08	10-23-08	5 8C
DEP0000031262	C7		0000031262001 JUL05,2008	1,765.59	08-08	10-23-08	5 SC
DEP0000031773	JI:		0000031773001 JUL05,2008	1,839.94	08-08	12-10-08	5 SF
DEP0000034589	HF		0000034589001 JUL05,2008	1,206.53	08-08	10-23-08	5 SC
DEP0000038694	Mž		0000038694001 JUL05,2008	1,659.48	08-08	06-26-09	5 PT
DEP0000050392	GC		0000050392001 JUL05,2008	967.18	08-08	10-02-08	3 PF
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DEP0000061987	BF		0000061987001 JUL05,2008	1,297.84	08-08	10-23-08	5 SC
DEP0000066738	NA .		0000066738001 JUL05,2008	828.64	08-08	10-23-08	5 SC
DEP0000071718	VAN I		0000071718001 JUL05,2008	623.45	08-08	09-21-09	5 PT
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DEP0000085725	WEIL,		0000085725001 JUL05,2008	1,889.10	08-08	06-26-09	5 PT
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Home Client Services Progress Report - Client Number: 3EA899-02

### **Progress Report**

SEALS AMBULANCE SERVICE MARIE/AMY P.O. BOX 175

FORTVILLE IN 46040

PHONE: 317-465-5881 FAX: 317-485-5290

ACCOUNT REPRESENTATIVE: MICHAEL ANDREW PAULINE

800-363-7215 EXT. 3648

LEVEL I SERVICE - AUTO TRANSFER

Claim Number	Debtor Name	Reference	Original Current Balance Balanca	Date Placed	Last Action Ltr
0000098961566	ACI	PAT-031157	70.00 70.00	08-09	08-28-09 1
0000098961558	ACF	PAT-056137	990.00 990.00	08-09	08-25-09 1
0000098961481	ADP	PAT-055446	455.00 455.00	08-09	09-17-09 2
0000098961515	1	PAT-054958	870.00 870.00	08-09	09-17-09 2
0000098961545	1	PAT-054777	1,005.001,005.00	08-09	08-24-09 1
0000098961178	:	PAT-051922	880.00	06-09	08-26-09 4 PF
0000098961287		PAT-053860	87.25	07-09	08-10-09 1 PF
0000098961692		PAT-038068	1,760.001,760.00	09-09	09-09-09 1
0000098961835	:	PAT-055689	1,120.001,120.00	09-09	09-11-09 1
0000098961392		PAT-051059	2,140.001,100.00	07-09	09-24-09 4 AR
0000098961339		PAT-053113	211.36	07-09	07-15-09 1 PF
0000098961627		PAT-053984	101.53 101.53	08-09	08-31-09 1
0000098961228		PAT-054299	725.00 725.00	07-09	07-21-09 5
0000098961790	œy	PAT-055827	380.00 380.00	09-09	09-10-09 1
0000098961864	'FANY	PAT-055993	1,085.001,085.00	09-09	09-15-09 1
0000098961535	MAIL	PAT-018711	96.03	08-09	09-10-09 1 SF

_				•	ps, wobdox 1.120			upia w codza.o.	ب ۽ سارساد
	0000098961476	WI		PAT-05542	1 1,125.001	,125.00	08-09	09-17-09 2	
	0000098961473	WI		PAT-05539	4 815.00	815.00	08-09	09-17-09 2	
	0000098961393	WI		PAT-05105	7 505.00	505,00	07-09	09-10-09 3	AR
	0000098961622	W:		PAT-05378	3 160.50		08-09		_
	0000098961247	<b>W</b> :		PAT-05413	5 120.00				
	0000098961691	w			6 1,095.001				
	0000098961709	w		PAT-02874		565.00			
	0000098961895	 t			69.93				
	0000098961563	T.							
	0000098961187				1 240.88				
	0000098961616	1	#T	PAT-04497	3 429.00	429.00	06-09	09-17-09 5	
				PAT-05348	106.12	106.12	08-09	09-23-09 1 2	AR
	0000098961713		IŞ	PAT-05125	675.00	675.00	09-09	09-09-09 1	
	0000098961611			PAT-05307	79.17	78.17	08-09	08-31-09 1	
	0000098961310	Y		PAT-05357	7 115.49	115.49	07-09	09-24-09 5	
	0000098961266	¥	•	PAT-053998	83.67	83.67	07-09	09-24-09 5	
	0000098961425	2		PAT-039064	364.00		07-09	08-12-09 1 P	P
	0000098961931	,		PAT-040325	70.00	70.00	09-09	09-25-09 1	
	0000098961933	I		PAT-056348	74.50	74.50	09-09	09-25-09 1	
	0000098961932	G		PAT-030568	74.50	74.50	09-09	09-25-09 1	
	CLAIM FORM N	NUMBER 98961:	163 THRU	98963662	DATE PURCHA	SED 05-	06-09		
	CLAIM FORMS	PURCHASED			2500		•		
	CLAIMS SUBMI	TTED			771		484,51	6.57	
	PAID IN FULL	<b>.</b>			34		9,06	7.07	
	PARTIAL PAYM	<b>MEN</b> TS			37		42,94	5.62	
	PAYMENT ARRA	ingements mai	DE		46		22,56	4.41	
	SETTLED IN E	FULL			43		15,25	4.05	
	PERFORMANCE				146		90,14	9.47	
	SKIP/MAIL RE	TURN			49		34,27	9.21	
	SERVICE COME		ER		1		82	25.00	
	AVERAGE BALA	ANCE					62	8.42 DOLLAR	នេ
	DISPUTED/DEC	Ceased/Bankri	UPT		12		6,64	4.30	

<sup>\*\*</sup> CLAIM WILL BE REPORTED TO CREDIT BUREAUS WITHIN 30 DAYS

STATUS CODES - PT-Paid/Thank You; PF-Paid in Full; SF-Sattled in Full; PP-Part Payment; DC-Disputed; DE-Deceased; BK-Bankrupt; CR-Correspondence Received;

AR-Arrangments Made; MR-Mail Returned; SC-Service Completed; AT-Account Transferred; ER-Placed in Error; WD-Withdrawn;



Home Client Services Progress Report - Client Number: ORL898-01

## **Progress Report**

ORLANDO ORTHOPEDIC CENTER ATTENTION: CARMEN LOPEZ

100 WEST GORE ST, SUITE 602

ORLANDO FL 32806

PHONE: 407-849-6867 FAX: 407-254-2514

ACCOUNT REPRESENTATIVE:

LAWRENCE KING

800-363-7215 EXT. 3429

LEVEL I SERVICE - AUTO

TRANSFER

Claim Number	Debtor Name		Reference	Original Balance	Date Placed	Last Action	Ltr Code
0000098778703	E			82.16	10-08	01-01-09	5 AT
0000098778704	ī	PTTE	63221	220.42	10-08	01-01-09	5 AT
0000098778705	1	"\STRO	19901	460.08	10-08	01-01-09	5 AT
0000098778706	•			207.72	10-08	01-01-09	5 AT
0000098778707		N	61045	171.27	10-08	01-01-09	5 AT
0000098778708			108011110	160.00	10-08	01-01-09	5 AT
0000098778709			8403	316.15	10-08	01-01-09	5 AT
0000098778710			10814610	63.00	10-08	01-01-09	5 AT
0000098778711				367.88	10-08	01-01-09	5 AT
0000098778712				690.14	10-08	01-01-09	5 AT
0000098778713			59508	56.28	10-08	01-01-09	S AT
0000098778714			60689	115.27	10-08	01-01-09	5 AT
0000098778715			32882	202.36	10-08	01-01-09	5 AT
0000098778716	Herma		16426	92.00	10-08	11-04-08	1 PF
0000098778717	ANGU		43279	191.00	10-08	01-01-09	5 AT
0000098778718	ARRR	IĎ	59226	229.52	10-08	01-01-09	5 AT

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						stranders home same		7. <i></i>
0000098779679	Lil.		109404	132.49	05-09	08-13-09	5	AT
0000098779680	YC	ID.	112074	174.24	05-09	06-22-09	5	AT
0000098779681	Ľ		110162	132.09	05-09	08-13-09	5	AT
0000098779682	J)	4	101219	273.00	05-09	08-13-09	5	AT
0000098779683	Н	NDRA	21342	212.00	05-09	08-13-09	5	AT
0000098779684	G	ર	27056	904.24	05-09	08-13-09	5	ΑΤ
0000098779685	R	<b>x</b>	2356330	697.00		08-13-09		
0000098779686	S	A	112695	750.52		09-21-09		
0000098779687	м М	T	1717240	299.61		08-13-09		
0000098779688	r.	•	111056	83,23		09-21-09		
0000098779689	F	NETANCE						
0000098779690		NSTANCE	112615	451.45		08-07-09		
0000098779691	£	AN	1237240	78.50		08-13-09		
0000098779692	ş	N	60056	314.06	05-09	06-15-09	1,	MR
0000098779693	G	A	109734	97.00	05-09	08-13-09	5 .	AT
0000098779694	E		577 <b>83</b>	270.00	05-09	08-13-09	5	PF
	¢	4INE	110439	2,560.00	05-09	08-13-09	5 ;	AT
0000098779695	Ł		101659	385.00	05-09	08-13-09	5	АT
0000098779696	В.		108378	120.91	05-09	08-13-09	5 2	AT
0000098779697	BI	HIA	2735 <del>9</del>	101.85	05-09	09-23-09	5 1	sf
0000098779698	BF		829420	728.23	05-09	08-13-09	5 /	AT
0000098779699	GI	RA	531320	252.77	05-09	06-02-09	1 !	PF
0000098779700	EL	M	108025	169.34	05-09	08-13-09	5 3	<b>AT</b>
0000098779701	AL		110379	87.04	05-09	08-13-09	5 1	ΑT
0000098779702	FR	ERLY	4850	310.97	05-09	08-13-09	5 2	AT
CLAIM FORM N	UMBER 987787	03 THRU	98779702 DATI	E PURCHASED	10-01	-08		
CLAIM FORMS	PURCHASED			1000				
CLAIMS SUBMI	TTED			1000	410	0,113.35		
PAID IN FULL	ı			205		1,550.15		
PARTIAL PAYM	ENTS			59	9	9,682.00		
PAYMENT ARRA	ngements mad	E		14		7,158.67		
SETTLED IN F	ULL			44	2:	2,303.58		
PERFORMANCE				316		3,744.40		
SKIP/MAIL RE	TURN			100	48	8,983.7 <i>5</i>		
SERVICE COMP		R		696		4,011.43		
AVERAGE BALA	•				2,37	410.11 D	OT.	r.apg
						-LU.11 L	. س	



Home Client Services Progress Report - Client Number: NYU100-21

# **Progress Report**

NEW YORK UNIVERSITY

ATTN: BURSAR'S OFFICE

7 EAST 12TH STREET, 9TH FLOOR

NEW YORK NY 10003

PHONE: 212-998-2740 FAX: 212-995-3488

ACCOUNT REPRESENTATIVE:

GARY WINSTON

212-213-3000 EXT. 1358

Claim Number	Debtor Name	1	Reference	Original Balance	Date Placed Last Action Lir Code
ONYU016552522	BUT	OHER M.	N16552522	11,070.05	06-07 08-27-07 2 SF
0NYU019116755	ARI	LA	N19116755,082	2,775.00	12-08 01-28-09 2 PF
0NYU072881390	PAC	E	N13297484, 071	5,580.32	02-08 05-07-08 5 BC
0NYU087843448	ANS	P	N12092153, 073	797.60	07-08 09-08-08 2 PF
0NYU0N1518894	1	RY	N11518894,073	28,319.35	06-08 09-04-08 5 SC
0NYU498862376	č	М	N13408905, 063	5,446.46	07-08 09-11-08 5 SC
ONYUN13900772	K	1 K.	N13900772,081	1,910.49	12-08 02-26-09 5 SC
NYU0000068376	מ	F.	N12438870,072	545.00	12-07 01-22-08 4 PF
NYU0001768474	W	₹ ₿.	N11979078, 081	5,989.31	12-08 06-11-09 S PF
NYU0006742918	S(	ЗЕТН	N12148671,072	255.00	12-07 01-15-08 3 PF
NYU0006823964	P2	RAY	N15419331, 081	30,012.61	12-08 06-12-09 5 PF
NYU0006868600	ei	MAYA	N14975850, 071	407.69	10-08 01-20-09 1 SF
NYU0007709210	MY	3 <b>S</b>	N12469518, 073	4,611.86	06-08 07-18-08 2 PF
NYU0007825501	ŚĘ	P.	N18799779, 082	4,326.37	12-08 02-04-09 3 PF
NYU0007864566	MO:		N13410110, 053	645.88	01-08 09-10-08 3 PF
NYU0008688888	BLi	MB.	N19668971,072	100.00	12-07 01-02-08 2 PF
NYU0009666103	HIC	J.	N18544675,071	1,467.29	12-07 04-07-08 4 SF

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PAID IN FULL	904	2,150,857.34
PARTIAL PAYMENTS	23	4,727.54
PAYMENT ARRANGEMENTS MADE		.00
SETTLED IN FULL	219	1,041,758.36
PERFORMANCE	1146	3,197,343.24
SKIP/MAIL RETURN	68	200,696.84
SERVICE COMPLETE/TRANSFER	795	3,517,781.87
AVERAGE BALANCE		3,483.99 DOLLARS
COST OF COLLECTION TO DATE		
DISPUTED/DECEASED/BANKRUPT CLAIMS	8	41,341.08

<sup>\*\*</sup> CLAIM WILL BE REPORTED TO CREDIT BUREAUS WITHIN 30 DAYS

STATUS CODES - PT-Paid/Thank You; PF-Paid in Full; SF-Settled in Full; PP-Part Payment; DC-Disputed; DE-Deceased; BK-Bankrupt; CR-Correspondence Received;

AR-Arrangments Made; MR-Mail Returned; SC-Service Completed; AT-Account Transferred; ER-Placed in Error; WD-Withdrawn;

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**Client Services** 

https://webserv.nationalcredit.com/scripts/WEB\$24.DLL?CLIENT...

DISPUTED/DECEASED/BANKRUPT CLAIMS	14	5,420.15
PLACED IN ERROR/WITHDRAWN	1	139.52

\*\* CLAIM WILL BE REPORTED TO CREDIT BUREAUS WITHIN 30 DAYS

STATUS CODES - PT-Paid/Thank You; PF-Paid in Full; SF-Settled in Full; PP-Part Payment; DC-Disputed; DE-Deceased; BK-Bankrupt; CR-Correspondence Received;

AR-Arrangments Made; MR-Mail Returned; SC-Service Completed; AT-Account Transferred;

ER-Placed in Error; WD-Withdrawn;

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# Attachment 3

Basic Service Price List



## **Basic Service - Price Schedule**

NUMBER OF CLAIMS	UNIT PRICE	TOTAL PRICE
100	15.00	1500.00
250	12.00	3000.00
500	10.50	5250.00
1000	9.25	9250.00
2000	8.75	17500.00
5000	8.25	41250.00
10000	7.75	77500.00
15000	7.25	108750.00
20000	6.75	135000.00
50000	6.25	312500.00
100000	5.75	575000.00

Prices on larger orders upon request.

#### RFP 09-154 Checklist

- Sealed envelopes
- 6 single volume bound copies
- Certification of Insurance Attachment 1
- Worker's Compensation and Employer's Liability (no less than \$100,000) Attachment 1
- Comprehensive Automobile and Truck (no less \$300,000) Attachment 1
- Professional Liability Insurance (minimum \$1,000,000) Attachment 1
- HIPAA Attachment 2
- Senior management support Attachment 3
- A strong presence in Florida easily recognized by local government entities pg. 4
- A sales force easily accessible by local government entities pg. 4
- The capacity to deliver products and services under the terms and conditions of the Master Agreement in a timely manner pp. 6-13
- A full range of products and services to meet varying requirements of the government agencies
   pp. 6-13
- Existing capacity to provide toll-free telephone and state of the art electronic facsimile, and internet ordering and billing pg. 9
- A support system to provide assistance to local government entities pg. 8
- Capacity and desire to meet the mandatory commitments of the Master Agreement and the Administrative Agreement with FAC pg. 5
- Phase I: letters, phone calls optional ty letters, credit reporting, 120 days, direct remit pp. 6-7
- Transfer to Phase II includes litigation (with no out-of-pocket cost to County), contingency,
   payments forwarded to County monthly pg. 8
- Flexibility to work with County to achieve most cost-effective collections pg. 12
- Formally demand payment of each collection item and seeking an arrangement satisfactory to the county under which the collection item will be paid pg. 6
- Skip tracing on returned mail with collection efforts to follow, if necessary pg. 7
- Handling and processing all customer calls pg. 10
- Sending all notices to customers pg. 6
- Receiving and processing all correspondence when applicable pg. 9
- Receipt and processing of payments pg. 10
- Reporting to major credit bureaus where appropriate pg. 7
- Maintenance of appropriate records, including auditable financial records and logs of customer complaints pg. 10
- Legal services for accounts in Phase II, when authorized-pg. 8
- Fixed fee model pg. 6
- Guaranteed ROI pg. 11
- Secure website for submission and updating of claims pg. 8
- Claims must never expire pg. 8
- Claim submission should be flexible pg. 8
- Direct remit pg. 6

#### RFP 09-154 Checklist

- All collections must be made in accordance with the Fair Debt Collection Practices Act, etc. pg.
   7
- Must be authorized to collect nationally and be licensed and bonded pg. 4
- Florida-based account team designated for County pg. 4
- One day of on-site training pg. 10
- Written in-depth description of methods and communications used in handling all Pasco County accounts and allow for customization of scripts and letters where requested pp. 6-13
- Provide online access to case information throughout Phase I pg. 9
- Provide detailed information about experience pp. 3-5
- Provide comprehensive fee schedule pg. 11
- Executive summary in bullet point format pg. 3-5
- Number of years in debt collection business pg. 3
- Provide office locations pg. 3
- Listing of key staff members pp. 3-4
- Listing of key management in Florida pg. 4
- Listing of collection industry certifications and affiliations pg. 4
- Listing of any non-profit organizations with which the vendor may have partnerships or relationships — pg. 5
- Firm's most recent annual (audited if possible) financial statement Attachment 4
- Description of how firm intends to provide each of the services specified pp. 6-13
- Provide assurance that firm complies with min. requirements (Section 4 Scope of Work) pp. 6 13
- A concise statement why the County should select firm pg. 11
- All pending litigation pg. 14
- Any contracts that have been considered in default, suspended or terminated for cause pg. 14
- Firm been debarred or suspended pg. 14
- References pg. 16
- Three examples of collection rates with verifiable contact information pg. 16/Attachment 7
- Provide a list of all file formats pg. 8
- Provide a description of placement methodology their firm prefers and can support pg. 8
- Provide a description of invoicing methodology their firm prefers and can support pg. 13
- NCSPlus Service Agreement pg. 8
- Client Progress Report Attachment 7
- Basic Service Price List Attachment 8
- Available start date pg. 15