

## **MASTER AGREEMENT FOR DEBT COLLECTION SERVICES**

THIS MASTER AGREEMENT, made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), represented by its Board of County Commissioners, and NCS PLUS INCORPORATED, whose business address is 117 East 24<sup>th</sup> Street, New York, New York 10010 (hereinafter referred to as "CONTRACTOR").

### **WITNESSETH:**

WHEREAS, COUNTY has previously determined that it has a need for debt collection services; and

WHEREAS, COUNTY, after soliciting competitive proposals for such services pursuant to Pasco County RFP No. 09-154 (hereinafter referred to as "Request for Proposals"), which is incorporated herein by reference, and the terms and conditions contained herein; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposals, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the COUNTY with debt collection services, as requested and more specifically outlined in the Request for Proposals, this MASTER AGREEMENT and all subsequent official documents that form the Contract Documents for this Contract.
2. Documents Comprising Contract. The Contract shall include this MASTER AGREEMENT , as well as the following, which are incorporated herein by reference (hereinafter "Documents Comprising Contract"):



- a. Pasco County Request for Proposals No. 09-154 and all of its addenda and attachments (attached as Exhibit "A"); and
- b. CONTRACTOR'S Proposal and subsequent correspondence (attached as Exhibit "B"); and
- c. CONTRACTOR'S Service Agreement Print Order form and the terms and conditions contained therein (Exhibit "C").

In the event there is a conflict between the terms of this MASTER AGREEMENT and the above reference documents, the conflict shall be resolved as follows: the terms of this MASTER AGREEMENT shall supersede over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

3. Ordering of Services. Services shall be ordered using the attached Service MASTER AGREEMENT Print Order form (Exhibit C).

4. Term of Agreement/Option of Extension. Services performed pursuant to this Contract shall commence upon the date of execution by the Pasco County Board of County Commissioners, and continue for a period of three (3) years, unless cancelled or terminated as provided herein. This Contract may be extended, by written agreement of the parties, for two (2) additional one (1) year periods after the initial contract period. This option shall be exercised only if all prices, terms and conditions remain the same (or more favorable to the COUNTY), and formal approval is granted by the Pasco County Board of Commissioners.

5. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

6. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent by the Pasco County Board of Commissioners.



7. Cancellation. COUNTY reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to cancel, or with cause, if at any time the CONTRACTOR fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONTRACTOR to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of COUNTY.

In addition to all other legal remedies available to the COUNTY, the COUNTY reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by COUNTY. In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the COUNTY.

8. Compensation. As compensation for the CONTRACTOR providing services to the COUNTY as described herein, the COUNTY shall pay the CONTRACTOR the following rates in accordance with the Documents Comprising Contract:

Phase I—"Basic" Service

<u>Account Quantity</u>	<u>Fixed Fee per Account</u>
100	\$13.50
250	\$10.80
500	\$8.95
1,000	\$8.03
2,000	\$7.88
5,000	\$7.43
10,000	\$6.98
15,000	\$6.53
20,000	\$6.08
25,000	\$5.63



Phase I—"Level I" Service

<u>Account Quantity</u>	<u>Fixed Fee per Account</u>
100	\$18.00
250	\$14.40
500	\$12.60
1,000	\$11.70
2,000	\$11.25
5,000	\$10.80
10,000	\$10.35
25,000	\$9.90

Phase II Service

50% of money collected in this phase

9. Permits/Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to perform the services specified in this contract.
10. Audit. The CONTRACTOR shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
11. Minimum Insurance Requirements. The CONTRACTOR must maintain insurance in at least the amounts required in the Request for Proposals throughout the term of this contract.
12. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the sole discretion of the COUNTY.



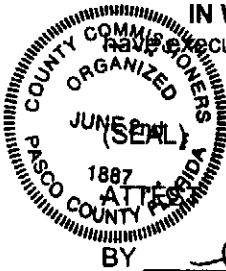
13. Indemnification. CONTRACTOR shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damage received or sustained by any person, persons or property by or from the said CONTRACTOR, or by; or in consequence of, any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by, or on account of, any act or omission, neglect or misconduct of the said CONTRACTOR, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

14. Governing Law. The laws of the State of Florida shall govern this MASTER AGREEMENT.

15. Severability. The terms and conditions of this MASTER AGREEMENT shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this MASTER AGREEMENT shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the MASTER AGREEMENT to be impossible of performance.

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IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this MASTER AGREEMENT effective the last day and year entered below

BY *Paula S. O'Neil*  
PAULA S. O'NEIL  
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

BY *Pat Muleri*  
PAT MULERI, Ed D, CHAIRMAN  
**APPROVED**

DATE JAN 26 2010

**BOCC**

NCS PLUS INCORPORATED

BY \_\_\_\_\_

NAME CHRISTOPHER K REHKOW

TITLE PRESIDENT

WITNESSES

Signature \_\_\_\_\_

Lynn Goldberg  
Print or Type Name

Signature \_\_\_\_\_

CHRISTOPHER K REHKOW  
Print or Type Name

STATE OF New York FLORIDA

COUNTY OF New York

Sworn and subscribed before me this 15<sup>TH</sup> day of December, 2009 by  
Christopher Rehkow as President of  
NCS PLUS INCORPORATED, who is personally known to me or who has  
produced New York State Dr License as identification

Notary Public \_\_\_\_\_

My Commission Expires 4-13-2013

**MARCIA OFFICER**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NASSAU COUNTY  
NO 0106204077

MASTER AGREEMENT BETWEEN PASCO COUNTY AND NCS PLUS INCORPORATED FOR  
DEBT COLLECTION SERVICES (RFP NO 09-154)





## EXHIBIT A

# 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.
6. During the initial 160 days of delinquency, the County makes attempts to collect.



7. The County does not intend to move any accounts held by the incumbent service provider to the new service provider.
8. 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.
10. 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,

A handwritten signature in black ink, appearing to read 'Scott P. Stromer', with a stylized flourish at the end.

Scott P. Stromer  
Purchasing Director

SPS/ss





# PASCO COUNTY, FLORIDA

PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FL 34654

PH: (727) 847-8194  
FX: (727) 847-8065  
[www.pascocountyfl.net](http://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,

A handwritten signature in black ink, appearing to read "Scott P. Stromer".

Scott P. Stromer  
Purchasing Director

SPS/ke





PASCO COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FLORIDA 34654  
TELEPHONE: (727) 847-8194  
FACSIMILE: (727) 847-8065  
[www.PascoPurchasing.com](http://www.PascoPurchasing.com)

# REQUEST FOR PROPOSALS (RFP)

**RFP NO. 09-154**

## DEBT COLLECTION SERVICES

Pasco County, a political subdivision of the State of Florida (herein referred to as "County," "Lead Public Agency" or "LPA"), on behalf of local and other government entities in Florida (herein referred to as "Participating Public Agencies" or "PPAs") is requesting proposals from firms qualified and experienced in providing collection services for bad debt and past due accounts. The successful firm will enter into a Master Agreement with the LPA for the subject services. It is the County's intent to secure such debt collection services in a manner that maximizes recovery and minimizes the PPA's out-of-pocket expenditure. The County intends to measure proposed solutions against the traditional contingency-based model to determine their viability and to ensure the return is maximized.

The Pasco County Purchasing Department will receive sealed proposals until **4:30 p.m.**, local time, (our clock) on **September 15, 2009**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time and date will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the offerors submitting proposals being read. All interested parties are invited to attend. Offerors shall submit six (6) proposal copies. Each copy of the proposal shall be bound in a single volume.

Questions concerning the scope of work, response submittal, or process should be directed, in writing, to the Purchasing Director, Scott P. Stromer. Questions may be faxed to (727) 847-8065.

Copies of the RFP Documents may be obtained from the Purchasing Department or downloaded at [www.pascopurchasing.com](http://www.pascopurchasing.com) at no cost. The County is not responsible for expenses incurred prior to award by the Board of County Commissioners. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities. We look forward to receiving your response.

Scott P. Stromer  
Purchasing Director  
Pasco County Board of County Commissioners



**IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING**

**PASCO COUNTY GENERAL PROVISIONS**

**ACKNOWLEDGMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the solicitation by letter, by returning a copy of the issued amendment with the submittal, or notation on the submitted proposal. The acknowledgment must be received by Pasco County by the time, date and place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in submittal rejection and disqualification.

**ADDITIONAL INFORMATION**

Questions concerning this request must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Offerors are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment. No questions will be accepted after ten (10) days prior to the date set for opening.

**APPLICABLE LAW**

The resulting Master Agreement shall be construed to be in accordance with and governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida or the competent jurisdiction of the affected Participating Public Agency (PPA). The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the offeror will in no way be a cause for relief from responsibility.

**CONFLICT OF INTEREST**

The contractor, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request.

**CANCELLATION**

Pasco County reserves the right to cancel a resulting contract, with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

**CONTRACT TERM AND REQUIREMENTS**

It is the County's intent to develop an ongoing contract for the services specified herein, contingent upon the appropriation of funds. The initial contract period shall be for two (2) years with an option to renew for three (3) additional one (1) year periods solely at the County's discretion. The contents of the proposal submitted by the successful firm, with any amendments or subsequent revisions, may become part of the resulting contract.



### DEBARMENT

By submitting a response, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

### EXPENSES INCURRED IN PREPARING PROPOSAL

Pasco County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.

### FAILURE TO DELIVER

In the event of failure of the contractor to deliver the services in accordance with the contract terms and conditions, Pasco County may procure the services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver may result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting proposals to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

### INSURANCE

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.

Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Professional Liability Insurance (including Errors and Omissions) with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, to protect Pasco County against negligence, errors, omissions and the oral or written publication of material that violates rights of privacy.



### **INFORMALITIES AND IRREGULARITIES**

The Pasco County Board of Commissioners reserves the right to reject any or all responses in whole or in part; and/or accept the responses/proposals which are most advantageous and in the best interest of Pasco County.

### **KEY PERSONNEL**

Key personnel included in the proposal may not be substituted without prior written approval of Pasco County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. Approval of substituted personnel will not be unreasonably withheld by Pasco County.

### **NONAPPROPRIATION**

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancelation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Pasco County shall not be obligated under this contract beyond the date of termination.

### **NONCONFORMING TERMS AND CONDITIONS**

A response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

### **PROPOSAL ENVELOPES**

Envelopes containing responses must be sealed and marked in the lower left hand corner with the request number, and date and hour of opening. Failure to do so may cause the offeror's proposals not to be considered. Express Company, or Express Mail envelopes containing a sealed response shall also be sealed and marked in the lower left hand corner with the request number, and date and hour of opening.

### **PUBLIC INFORMATION**

Upon public opening of all responses presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

### **RIGHT TO AUDIT**

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.



### **RESERVATION OF RIGHTS**

Pasco County may (1) amend or modify this RFP, (2) revise requirements of this RFP, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any offeror and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this RFP, in whole or in part, if Pasco County deems it in its best interest to do so. Pasco County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

### **RESPONSE RECEIPT AND OPENING**

Pasco County will receive sealed responses until the date and time indicated on the cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Responses must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover. Responses received after the date and time of the opening will be received, date stamped, and returned to the offeror unopened. It is the responsibility of the offeror to ensure that responses arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FACSIMILE (FAXED) RESPONSES WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

### **UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate a contract or with its own resources at the expense of the contractor.

### **VERBAL COMMUNICATIONS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, requirements, or scope of work specified herein. All modifications must be made in writing by Pasco County.

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Due to the nature of the work, Pasco County will require the successful vendor to enter into a Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement. A copy of this agreement is attached.

## **END OF PASCO COUNTY GENERAL CONDITIONS**



**IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING**

**FLORIDA ASSOCIATION OF COUNTIES COOPERATIVE PURCHASING CONDITIONS**

**COOPERATIVE PURCHASING—FLORIDA ASSOCIATION OF COUNTIES INVOLVEMENT**

The Lead Public Agency (LPA) intends for the marketing and management of this Master Agreement (e.g., promoting the Master Agreement to governmental entities in Florida) to be conducted by the Vendor and the Florida Association of Counties (FAC). FAC is the only organization that represents all county governments before the legislative, executive and judicial branches of Florida. It is intended that FAC will provide marketing support for Vendor's products and services through direct mail, electronic and print publications, annual meetings and other avenues such as personal visits, as appropriate.

**COOPERATIVE PURCHASING—PARTICIPATING PUBLIC AGENCY MODEL**

The Participating Public Agency model has been successfully employed in the past with suppliers as well as vendors of direct services in Miami-Dade County, Florida; Los Angeles County, California and many other government jurisdictions around the country. By signing Master Agreements, Participating Public Agencies (PPAs) "piggy back" competitively solicited Master Agreements. Vendors comply with the state and local laws, rules and regulations where the products and services are provided. Vendors offer the Master Agreement as their primary contract with PPAs. The Vendors must coordinate directly with any PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payments. Pasco County is not acting on behalf of the PPAs and shall not be held liable for any costs or damages incurred by any other PPA.

**COOPERATIVE PURCHASING—USE OF CONTRACT BY OTHER GOVERNMENT ENTITIES**

Vendors are advised that the Master Agreement is intended to be a contract that will be extended to other public bodies, or public agencies or institutions of Florida, to permit their use of the contract at the same prices and/or discounts and terms of the Master Agreement. If any other public body decides to use the Master Agreement, the Vendors must deal directly with that public body on matters concerning that public body including, but not limited to, the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. It is the Vendor's responsibility to notify potential PPAs of the availability of the services and products under the Master Agreement. Other PPAs desiring to use the Master Agreement will need to make their own legal determinations as to whether the use of the Master Agreement is consistent with all applicable laws, regulations, and other policies. Each PPA has the option of executing a separate contract with the Vendor. PPAs may add terms and conditions required by laws, ordinances, and regulations, to the extent that they do not conflict with the Master Agreement. If, when preparing such a separate contract, the general terms and conditions of the PPA are unacceptable to the Vendor, the Vendor may withdraw its offer to contract to that PPA. Pasco County **shall not** be held liable for any costs or damages incurred by another PPA as a result of any contract extended to that PPA by the Vendor, whether under the Master Agreement or under separate contract.

**COOPERATIVE PURCHASING—REPORTS AND INVOICING**

The Vendor must maintain all records in compliance with federal and state regulations. The Vendor must submit to FAC or its designee(s) quarterly sales reporting data as specified in the FAC Administrative Agreement (Attachment 1).



### **COOPERATIVE PURCHASING—ADMINISTRATIVE FEES**

Participating Vendors are required to pay an administrative fee based on the volume of actual sales under the Master Agreement. The administrative fees offset the costs incurred by the LPA and the marketing and administration expenses of FAC. Successful Vendors are required to execute an Administrative Agreement with FAC (see Attachment 1). Quarterly reports and administrative fee payments schedule are as follows (please refer to Attachment 1—FAC Administrative Agreement):

<b><u>Calendar Year Quarter</u></b>	<b><u>Quarterly Report/Admin Fee Due Date</u></b>
Quarter 1: January 1 – March 31	April 30
Quarter 2: April 1 – June 30	July 31
Quarter 3: July 1 – September 30	October 31
Quarter 4: October 1 – December 31	January 31

### **COOPERATIVE PURCHASING—VENDOR COMMITMENTS**

Each Vendor is required to make three (3) basic commitments, incorporated into the FAC Administration Agreement (Attachment 1), to ensure the overall success of the program:

**Corporate Commitment**—A commitment that FAC has the support of the Vendor's senior management, and that the Master Agreement is the Vendor's primary offering to PPAs in Florida. Existing local government clients will be transitioned to the program as renewals occur.

**Pricing Commitment**—A commitment that the PPA's payment to the Vendor under the Master Agreement pricing is the lowest available for government entities in Florida and a further commitment that, if a PPA is eligible for lower pricing through another state, regional or local contract, the Vendor will match the pricing under the Master Agreement.

**Sales Commitment**—A commitment that the Vendor will aggressively market the Master Agreement and that its sales force will be trained, engaged and committed to offering the Master Agreement to government agencies with a further commitment that all Master Agreement sales be accurately and timely reported to FAC.

### **COOPERATIVE PURCHASING—VENDOR QUALIFICATIONS AND INVOLVEMENT**

In addition to an ability to make the Vendor commitments identified herein, only Vendors meeting the following minimum qualifications are encouraged to submit proposals:

1. A strong presence in Florida easily recognized by local government entities;
2. A sales force easily accessible by local government entities;
3. The capacity to deliver products and services under the terms and conditions of the Master Agreement in a timely manner;
4. A full range of products and services to meet varying requirements of the government agencies;
5. Demonstrated market capacity and commitment to guarantee lowest government pricing to PPAs;



6. Existing capacity to provide toll-free telephone and state of the art electronic facsimile, and internet ordering and billing;
7. A support system to provide assistance to local government entities; and
8. Capacity and desire to meet the mandatory commitments of the Master Agreement and the Administrative Agreement with FAC.

**END OF FLORIDA ASSOCIATION OF COUNTIES  
COOPERATIVE PURCHASING CONDITIONS**



## **STATEMENT OF WORK**

### **1. INTRODUCTION AND BACKGROUND**

Pasco County, a political subdivision of the State of Florida (herein referred to as "County," "Lead Public Agency" or "LPA"), on behalf of local and other government entities in Florida (herein referred to as "Participating Public Agencies" or "PPAs") is requesting proposals from firms qualified and experienced in providing collection services for bad debt and past due accounts. The successful firm will enter into a Master Agreement with the LPA for the subject services. It is the County's intent to secure such debt collection services in a manner that maximizes recovery and minimizes the PPA's out-of-pocket expenditure. The County intends to measure proposed solutions against the traditional contingency-based model to determine their viability and to ensure the return is maximized. Routine debt accounts may include, but are not limited to, the following:

- Returned checks
- Traffic infractions
- Property damage claims not reduced to judgments
- Custody evaluation fees
- Franchise fees
- Fire rescue
- Insurance resolution for fire rescue
- Leases for space
- Library fees
- Water bills
- Code enforcement fees
- Animal infraction judgments
- EMS fees
- Hotel/motel taxes
- Building permit fees
- Property taxes

Pasco County (Ambulance Billing Section) estimates that between 9,000 and 10,000 bad debt accounts (with an estimated value of between \$3.6 to \$4.2 million) are referred for collection each year.

The County seeks a debt collection model containing two primary phases. Phase I will feature: letters; phone calls; optional thank you letters for payment received; and credit reporting to the major credit bureaus. The Phase I period should last approximately 120 days. Payments made during this phase will be made directly to the County.

Accounts not collected, within the initial time window established in Phase I, would be transferred to Phase II. Phase II shall include litigation solely at the County's discretion with no additional out-of-pocket cost to the County. The Phase II collections process shall be on a straight contingency fee basis. Phase II payments shall be forwarded to the County monthly from the collection agency.



## **2. OBJECTIVES**

It is the County's intent to award this opportunity to one (1) service provider and establish a five (5) year contract for the routine collection services identified herein. The initial contract period shall be for two (2) years with an option to renew for three (3) additional one (1) year periods solely at the County's discretion. All proposers must be flexible and work with the county to achieve the most cost effective collections methods possible. The County is committed to improving its collection rate through implementation of a debt collection program to locate individuals and companies who default on routine debt as listed in the above referenced section.

This RFP is intended to achieve the following objectives:

- 2.1 Achieve cost savings for Vendors and PPAs through a single solicitation process that eliminates the need for multiple solicitations from PPAs and multiple responses from Vendors.
- 2.2 Provide a comprehensive competitively solicited Master Agreement offering products and services to PPAs in Florida.
- 2.3 Establish the Master Agreement as Vendor's primary offering to PPAs in Florida; and,.
- 2.4 Combine the volumes of PPAs to achieve cost effective pricing.

*These objectives do not preempt PPAs from using other contract vehicles or competitive processes as desired or as required by law.*

## **3. SCOPE OF SERVICES**

- 3.1 The services to be performed by the successful vendor will include the following:
  - 3.1.1 Formally demanding payment of each collection item and seeking an arrangement satisfactory to the county under which the collection item will be paid;
  - 3.1.2 Skip tracing on returned mail with collection efforts to follow, if necessary;
  - 3.1.3 Handling and processing all customer calls;
  - 3.1.4 Sending all notices to customers;
  - 3.1.5 Receiving and processing all correspondence when applicable;
  - 3.1.6 Receipt and processing of payments;
  - 3.1.7 Reporting to major credit bureaus where appropriate;



3.1.8 Maintenance of appropriate records, including auditable financial records and logs of customer complaints. The successful vendor must be prepared to devote substantial personnel time and resources to this undertaking to assure a major, aggressive but professional and courteous effort is made to collect the collection items without undue delay; and

3.1.9 Legal services for accounts in Phase II, when authorized.

#### **4. MINIMUM REQUIREMENTS**

- 4.1 The fee for collection services in Phase I shall be proposed as a fixed fee model (not contingency fee based model).
- 4.2 The Phase I fixed fee must include a guaranteed return on investment (ROI) or refund for unsuccessful work during this phase.
- 4.3 The fixed fee Phase I service must include the following at no additional charge: letters (including one attorney demand); phone calls; optional thank you letters for payment received; and credit reporting to the major credit bureaus.
- 4.4 Collection service shall provide a secure website built for the submission and updating of claims.
- 4.5 Claims purchased on fixed fee must never expire.
- 4.6 Claim submission process must be flexible to the county's needs so that the County may enter individual claims online or send data for entry by the vendor into the web-based system.
- 4.7 Vendor will be required to have debtors make payments directly to the county throughout the Phase I collections process.
- 4.8 Vendor must remit Phase II collections to the county within thirty (30) days of receipt.
- 4.9 All collections must be made in accordance with the Fair Debt Collection Practices Act, Equal Opportunity Credit Act, the Fair Credit Billing Act, the Uniform Consumer Credit Code and the American Collectors Association, Inc. and all other applicable federal, state, and local laws.
- 4.10 Vendor must be authorized to collect nationally and be licensed and bonded in all states where required.



- 4.11 Vendor must have a Florida-based account team designated for the county.
- 4.12 Vendor must provide at least one (1) day of live on-site training to assist with collections successes of county's use of vendor's service. Additional on-site visits to be provided as deemed necessary.
- 4.13 Vendor must provide a 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.
- 4.14 Vendors must establish the following communication links to facilitate customer access and communication:
  - 4.14.1 A designated hotline for the debt collection program.
  - 4.14.2 A fax number for inquiries and orders.
  - 4.14.3 A designated e-mail address for general inquiries.
- 4.15 Vendor must provide online access to case information regarding activities and management reports throughout Phase I process.
- 4.16 Vendors shall provide information detailing their experience in providing the same or similar services as outlined in the RFP to public sector entities and non-profit organizations. This description should include the names of the key person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work.
- 4.17 Vendor shall provide the fee(s) for services as outlined in the Statement of Work.

#### **END OF STATEMENT OF WORK**



## **RESPONSE FORMAT**

To ensure fair and equitable evaluation, proposal submissions must be organized into the following separate sections and contain the following information:

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

Provide an executive summary that highlights the qualifications of your firm. In bullet point format, the following information must be included:

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.
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.
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.
4. Listing of all collection industry certifications and affiliations the firm currently holds.
5. Listing of any non-profit organizations with which the vendor may have partnerships or working relationships.
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.

### ***Methodology & 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.
2. Provide assurance that your firm fully complies or will comply with each of the Minimum Requirements (Section 4). List and provide such written assurance for each.
3. A concise statement why the County should select your firm for the specified services.
4. A comprehensive fee schedule for the services offered in response to this solicitation, including the "guaranteed return on investment (ROI) or refund" for unsuccessful Phase I work (Section 4, Paragraph 4.2). All fees/costs must be identified and included in the comprehensive fee/cost schedule to be considered.



## **RESPONSE FORMAT (continued)**

### ***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 & address of the arbitrator(s) for each listing.
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), including the name of the client and contact information.
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.

### ***References:***

Provide a list, including current contact information (name and telephone number), of at least three (3) clients, where your firm is performing debt collection services of the size and scope (or larger) specified herein.

**END OF RESPONSE FORMAT**



## **REVIEW AND ASSESSMENT**

Professional firms will be evaluated on the following criteria. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to County representatives. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County intends to measure proposed solutions against the traditional contingency-based model to determine their viability and to ensure the return is maximized. The County reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

1. The firm's qualifications and experience related to the specified Scope of Services.
2. Understanding of the required services and proposed methodology.
3. Cost/Return.

The offeror may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give past work history and references in order to satisfy Pasco County with regard to the offeror's assigned personnel. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror and assigned personnel fails to satisfy the County that such is(are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's proposal shall include:

1. A strong presence in Florida easily recognized by local government entities;
2. A sales force easily accessible by local government entities;
3. The capacity to deliver products and services under the terms and conditions of the Master Agreement in a timely manner;
4. A full range of products and services to meet varying requirements of the government agencies;
5. Demonstrated market capacity and commitment to guarantee lowest government pricing to PPAs;
6. Existing capacity to provide toll-free telephone and state of the art electronic facsimile, and internet ordering and billing;
7. A support system to provide assistance to local government entities; and
8. Capacity and desire to meet the mandatory commitments of the Master Agreement and the Administrative Agreement with FAC.



**ATTACHMENT 1**

**SAMPLE ADMINISTRATIVE AGREEMENT  
BETWEEN  
THE FLORIDA ASSOCIATION OF COUNTIES, INC.  
AND  
VENDOR**

THIS ADMINISTRATIVE AGREEMENT (hereinafter "Agreement"), effective on the day of \_\_\_\_\_, 2009, is hereby made by and between VENDOR, with offices located at \_\_\_\_\_ (hereinafter "VENDOR"), and the FLORIDA ASSOCIATION OF COUNTIES, INC., a Florida non profit corporation, with offices located at 100 S. Monroe Street, Tallahassee, Florida 32301 (hereinafter "FAC").

WHEREAS, FAC was incorporated to encourage innovative and effective governance in Florida counties; to advocate on behalf of Florida counties; and to provide educational programs and technical assistance resources to counties; and

WHEREAS, the VENDOR has personnel with knowledge, expertise and experience in providing products and services to governmental entities and government officials; and

WHEREAS, FAC desires to create opportunities to leverage local government purchasing power in a manner that promotes economy of scales on behalf of its member counties for quality services and products; and

WHEREAS, VENDOR has been identified through a competitive Request for Proposal ("RFP") process, conducted by Pasco County (RFP No.09-154) as a service provider for a Debt Collection Services Program ("the Program") designed to market, develop, implement, and operate a program for counties and other governmental entities in Florida; and

WHEREAS, VENDOR agrees to act as a marketing and sales advisor and the direct provider of the Program; and

WHEREAS, FAC agrees to provide affinity marketing services for the Program to counties and other governmental entities in Florida;

WHEREAS, FAC and the VENDOR intend for the Program to be offered by VENDOR in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, COMPANY and FAC, in consideration of the mutual promises and covenants contained herein, hereby agree as follows:

- 1.0. RECITALS. The parties agree that the foregoing recitals form a part of this Administrative Agreement and are incorporated herein.



## 2.0. VENDOR COMMITMENTS

- 2.1. VENDOR commits that FAC has the support of the Vendor's senior management and that the Debt Collection Services Program described herein will be the primary offering to counties and other governmental entities in Florida and that existing counties and governmental clients will be transitioned to the Program as existing contracts expire. Exclusions to this are specifically noted in Exhibit 3.
- 2.2. VENDOR commits that the Debt Collection Services Program fee structure is the lowest available pricing to governmental entities in Florida and further commits that, if a county or other governmental entity is eligible for a more advantageous fee structure through a state, regional, local or other contract held by the VENDOR, the VENDOR will agree to readjust to the lower fee structure under the Master Agreement to which this Administrative Agreement is attached.
- 2.3. VENDOR commits that it will aggressively market the Debt Collection Services Program and that its representative network will be trained, engaged and committed to offering the program to counties and other governmental entities in Florida. VENDOR also commits to Pasco County (the "Lead Public Agency") and FAC that all Program usage activity will be accurately and timely reported to FAC and that FAC will be timely and accurately paid under this Agreement.
- 2.4. VENDOR commits that it will allow FAC to use its logo and brand name in marketing materials for the Program.

## 3.0. FAC COMMITMENTS

- 3.1. FAC commits that it will not implement any other programs that will compete with the Program that is the subject of the Master Agreement between the VENDOR and the LPA.
- 3.2. FAC commits that it will assist VENDOR with access to county and other local government markets in Florida.
- 3.3. FAC commits that it will jointly develop and produce marketing materials with the VENDOR.
- 3.4. FAC commits that it will assign a designated lead staff person (the "Program Manager") to coordinate with the VENDOR to carry forward the provisions of this Agreement.
- 3.5. FAC commits that it will allow the VENDOR to use its logo and brand name in marketing materials in accordance with Section 8.0 of this Agreement.
- 3.6. FAC commits that during the first year of the Program, it will prepare two (2) reviews of Program performance, and after the first anniversary of this Agreement, annually thereafter, that will be distributed to VENDOR'S Program Manager.



#### **4.0. APPLICABLE DOCUMENTS**

4.1. Exhibits 1, 2, and 3 attached hereto are incorporated herein by reference and form a part of this Administrative Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable goods, service, or other work, or otherwise, between the Exhibits and the body of this Administrative Agreement, or between such Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Administrative Agreement and then to such Exhibits according to the following priority:

- 4.1. Exhibit 1 (Pasco County RFP No. 09-154 and all related documents)
- 4.2. Exhibit 2 (VENDOR Response(s) to Pasco County RFP No. 09-154)
- 4.3. Exhibit 3 (Payment Provisions)

4.2. The terms of this Administrative Agreement and the Exhibits hereto shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

5.0. **WORK.** Subject to the terms and conditions of this Agreement, VENDOR shall provide and deliver services and other work as set forth in Exhibit 2 (VENDOR Response to Pasco County RFP No. 09-154).

6.0. **COMPENSATION.** VENDOR will compensate FAC under this Agreement as set forth in Exhibit 3 (Payment Provisions) for contracts awarded to the VENDOR that use the Program Master Agreement.

#### **7.0. REPORTS and AUDITS**

7.1. VENDOR shall keep organized and complete records of sales made to the counties and other governments pursuant to this Administrative Agreement, and shall deliver to FAC quarterly reports ("Reports") indicating the details of such sales and the payments due to FAC as a result of such sales. The VENDOR shall deliver such Reports together with the quarterly royalty payments.

7.2. FAC may audit the records of the VENDOR once a year to verify the accuracy of the Reports and of the payments made to FAC pursuant to this Agreement. The cost of such audit shall be borne by FAC unless such audit establishes that VENDOR has underpaid the amount due to FAC by an amount in excess of one percent (1%) of the total amount due for any given quarter, in which case such cost shall be borne by the VENDOR.

8.0. **USE OF CORPORATE IDENTITY.** The VENDOR acknowledges that FAC is the sole and exclusive owner of all proprietary, commercial and other property rights and interests in its name, licensed mark(s) and logo. Nothing in this Agreement shall give the VENDOR any right, title or interest in FAC's name, licensed mark(s) or logo, and agrees that it shall not use FAC's name, licensed mark(s) or logo, without the prior written consent of FAC, which consent shall be given at the sole discretion of FAC.



- 9.0. **REVIEW OF PROMOTIONAL MATERIAL.** The VENDOR shall submit all printed material containing references to FAC and all other presentations or media containing such references, which the VENDOR intends to distribute ("Promotional Material"), to FAC for approval. The VENDOR shall obtain FAC's written pre-approval with regard to all Promotional Material, which approval shall be at the FAC's sole discretion, prior to the reproduction, distribution or use of such Promotional Material.
- 10.0. **GENERAL QUALITY CONTROL/FULFILLMENT.** The VENDOR acknowledges that one of FAC's corporate purposes is to offer superior quality services and products to county governments in Florida and other units of local government, and that the provision of such services and products is integral to FAC's reputation and success. The VENDOR shall cooperate with FAC to achieve and maintain its quality standards, and hereby agrees to use its best efforts to meet the quality standards set by FAC, in its sole discretion, with regard to (i) the services and products offered under the Program; (ii) the manner in which such services and products under the Program are marketed by the VENDOR; (iii) the customer service provided by the VENDOR in connection with the provision of such services and products; and (iv) all other actions taken by the VENDOR which would be likely to affect or reflect upon the goodwill of FAC or the image of FAC in the marketplace.
- 11.0. **TERM.** The term of this Agreement shall commence on and shall expire concurrently with the expiration of the Master Agreement let by Pasco County unless sooner terminated as provided in Section 12 of this Agreement. The term may be automatically extended in accordance with any extension of the Master Agreement or for additional terms, as otherwise agreed to in writing by the parties hereto.
- 12.0. **TERMINATION**
- 12.1. Either party may terminate this Agreement, upon the sending of written notice to the other, if any one of the following occurs:
- A. The other party is adjudged bankrupt or insolvent or files, or has filed against it a voluntary or involuntary bankruptcy petition or admits in writing its inability to pay its debts as they mature;
  - B. The other party makes an assignment for the benefit of creditor;
  - C. The other party applies for, consents in writing to, or has a receiver or trustee appointed over all or a substantial part of its assets;
  - D. The other party is dissolved; or
  - E. The other party is in material breach of any of its representations, covenants or agreements set forth herein or is otherwise negligent in performing, or fails to perform, its obligations hereunder and such material breach, negligence or non-performance is not cured within 60 days after written notice to such party of such material breach, negligence or non-performance.



- 12.2. FAC may terminate this Agreement upon 90 days written notice to the VENDOR for any reason.
- 12.3. FAC may terminate this Agreement upon 30 days written notice to the VENDOR if the VENDOR materially breaches any of its contracts with counties or other local governmental entities entered into pursuant to the Master Agreement.
- 12.4. This Agreement may be terminated by mutual agreement of the parties upon 30 days written notice.
- 12.5. The VENDOR shall be responsible for the continued royalty payments to FAC for applicable contracts obtained pursuant to this Agreement and existing at the time of termination or expiration, until such time as the individual county or other local governmental entity contract expires or is re-solicited.

### 13.0. AMENDMENTS

- 13.1. No changes to this Agreement or the Exhibits hereto shall be valid and effective unless made in the form of a written amendment executed by authorized officials of both parties.
- 13.2. The VENDOR may not assign or delegate its right or obligations under this Agreement (whether by assignment, change of control, operation of law or otherwise) without the written consent of FAC.

- 14.0. INDEMNIFICATION, LIMITATION OF LIABILITY. Each party shall indemnify, defend, and hold harmless the other party and, their respective agents, officers, and employees from and against any and all damages and liability, including all defense costs and all attorneys' fees, arising out of the negligent actions or willful misconduct of the other, its agents, officers, and employees. Neither party shall be liable for indirect, special, consequential or punitive damages.

### 15.0. REGULATORY COMPLIANCE

- 15.1. The VENDOR shall be responsible for compliance with any federal, state or local laws, rules or regulations applicable to the performance of the parties hereunder, including without limitation any license or permit requirements or any requirements regarding privacy.
- 15.2. The VENDOR shall inform FAC of any licensing requirements that FAC needs to perform its duties under the terms of this Agreement.

- 16.0. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings used in this Agreement are for convenience only and are not part of this Agreement and shall not be used in construing this Agreement.



- 17.0 **WAIVER.** No waiver of any breach or any provision of this Agreement shall constitute a waiver of any other breach or of any other provision. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The specific rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 18.0 **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
- 19.0 **SEVERABILITY.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 20.0 **AUTHORIZATION.** Each party represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement applicable to such party and that all requirements of such party have been fulfilled to provide such actual authority.
- 21.0 **NOTICES.** All notices or demands required or permitted to be given or made under this Agreement shall be in writing, shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or sent by facsimile or overnight courier addressed to the parties at the following addresses and shall be effective upon receipt if delivered by hand, facsimile or overnight courier or five (5) days after deposit in the U.S. mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to VENDOR:  
VENDOR  
Attention: Chief Executive Officer  
If to FAC:  
Florida Association of Counties  
100 S. Monroe Street  
Tallahassee, Florida 32301  
Attention: Executive Director  
850/922-4300 Phone  
850/922-2835 Fax

**22.0. MANAGEMENT OF THE AGREEMENT**

- 22.1. A management committee comprised of the VENDOR and FAC Program Managers, along with other staff as necessary, shall be established to jointly create, review and modify an annual marketing plan for the Program, oversee the marketing activities of staff, resolve disputes, and facilitate the flow of project information between the parties.
- 22.2. The material terms and provisions of the marketing plan may not be changed without the agreement of the Program Managers of both parties.



- 22.3. The Management Committee shall meet at least annually either in person or by telephone conference call. Every effort shall be made to conduct this annual meeting in person at a location convenient to both parties.
- 22.4. The Management Committee is responsible for developing appropriate marketing material to support the marketing and sales efforts of the Program. During the course of performance on this Agreement, each party, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or articles that directly relate to the Program, using the name or logo of FAC and the VENDOR without the prior consent of both parties.
- 22.5. Each party will bear its own costs, risks, and liabilities for administration of this agreement and marketing efforts, including but not limited to the pre-proposal, proposal, and contract negotiation effort. The VENDOR will bear the full cost of printing, binding, and delivering proposals.

#### 23.0. EXISTING AND NEW WORK APPLICABILITY

- 23.1. The primary product to be delivered to counties and other local governmental entities under this Agreement is a Debt Collection Services Program. It is fully recognized that the focus of the Program marketing activities under this Agreement is to broaden the understanding and appreciation of the abilities of the VENDOR to deliver these services, to encourage counties and other local governmental entities to purchase these services from the VENDOR and to provide validation that the cost of the services is reasonable within industry standards. The parties agree to work together to enhance the services marketed to counties and other local governmental entities pursuant to the Master Agreement. Neither party will engage in marketing or providing these services to counties except pursuant to this and the Master Agreement.
  - 23.2. While the primary product to be delivered to counties and other local governmental entities under the Master Agreement is Debt Collection Services Program, FAC and the VENDOR recognize that collaborative opportunities may exist between the parties to market and deliver other VENDOR services to counties and other local government entities.
  - 23.3. The VENDOR will compensate FAC for other collaborative efforts not contained within this Agreement by separate written agreement as identified by the Management Committee and the defined in the marketing plan.
- 24.0. DISPUTES. Except as herein specifically provided, disputes concerning the performance of this Agreement that cannot be resolved by the Management Committee as provided in Section 22 shall be referred to a senior manager designated by FAC and a senior manager designated by the VENDOR. Failing resolution at that level, the parties agree to submit the dispute to mediation by a certified mediator. The prevailing party in any such mediation or litigated dispute concerning the performance of this Agreement shall be entitled to reasonable attorneys' fees and costs from the other.



25.0. RELATIONSHIP OF PARTIES. This Administrative Agreement shall not constitute, create, or otherwise imply an employment joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties hereto. Each party to this Agreement shall act as an independent contractor, and neither shall have the power to act for or behind the other, except as expressly provided for herein.

26.0. CONFLICT OF INTEREST. During the term of this Agreement, the parties shall act so as to avoid any conflict of interest or the appearance of a conflict of interest between them, and while this Agreement is in effect shall not solicit the existing, contracted business of the other with respect to this Agreement. However, this Agreement shall not be construed to preclude competition between the parties with respect to procurements not directly related to the Program. Neither party shall, during the term of this Agreement, participate, formally or informally, with another party for the purpose of preparing or submitting a competing proposal addressing the subject matter of this and the Master Agreement.

IN WITNESS WHEREOF, the VENDOR and FAC have caused this Agreement to be signed by their duly authorized representatives on the day and year first set forth hereinabove.

VENDOR

FLORIDA ASSOCIATION OF COUNTIES

\_\_\_\_\_  
Signature  
Name:  
Title:

\_\_\_\_\_  
Signature  
Name:  
Title:



## 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

\_\_\_\_\_, whose  
business address is \_\_\_\_\_ (hereinafter 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. **Individual** 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. **Privacy Rule** 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. **Protected Health Information** "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. **Designated Record Set** 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. Secretary "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.
- b. 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.
- l. 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 **INSERT ACTIVITIES OR SERVICES TO BE PERFORMED AND/OR NAME AND DATE OF MAIN CONTRACT**, 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:
  - a. 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:
    - (i) 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. **Termination for Cause** Upon the Covered Entity's knowledge of a material breach by Business Associate, the Covered Entity shall either:

- 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. **Effect of Termination**

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. **Survival** As provided in the Agreement, certain rights and obligations of the Business Associate survive the termination of this Agreement.
- d. **Interpretation** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Florida law.
- e. **Severability** 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. **Binding Effect** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.
- g. **Entire Agreement** 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. Execution in Counterpart 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 have executed and delivered this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

[ SEAL ]

**"COVERED ENTITY"**  
BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAULA S. O'NEIL  
CLERK & COMPTROLLER

BY: \_\_\_\_\_  
CHAIRMAN

[ CORPORATE SEAL ]

**"BUSINESS ASSOCIATE"**

BY: \_\_\_\_\_  
Corporate Secretary

BY: \_\_\_\_\_  
Corporate President

Witnessed: \_\_\_\_\_  
\_\_\_\_\_



# EXHIBIT B

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*Our Only Business is Putting Money Into your Business*

**PROPOSAL  
For  
Collection Services**

PREPARED FOR:

**Pasco County**

**NCSPlus Cash Recovery System**

**Comprehensive Collections Program**

**PREPARED BY:**

**Harve Platig  
National Account Executive  
NCSPlus, Inc.  
(321) 332-7578  
[hplatig@ncsplus.com](mailto: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**



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## 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 24<sup>th</sup> Street 5<sup>th</sup> 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.

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



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- 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



5. *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



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## 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, notifying 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.



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### 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.



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## 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:
  - Claim number and debtor name
  - Balance due
  - Date claim placed
  - Last action date
  - Last letter sent
  - Current collection status
  - County's own reference line of 26 alphanumeric characters
- This report also identifies the number and dollar amount of claims in the following areas:
  - Claims purchased
  - Claims submitted for collection
  - Claims paid in full
  - Claims with partial payments made
  - Claims with payment arrangements made
  - Claims settled in full
  - Performance - collected to date
  - Average balance of claims submitted
  - Skip and mail returned claims
  - Service complete for initial placement
  - 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.

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### 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.

### Payment 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.

### Virtually Complaint-Free Collections Process

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.



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**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.



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### 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



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**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.



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### 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	Total Price
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.

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



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## 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).



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## 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%

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### **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%

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### **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%

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**Attachment 1**  
**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**



**Attachment 2**

**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 10010 (hereinafter 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. **Individual** 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. **Privacy Rule** 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. **Protected Health Information** "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. **Designated Record Set** 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. Secretary "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.
- b. 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.
- l. 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 **INSERT ACTIVITIES OR SERVICES TO BE PERFORMED AND/OR NAME AND DATE OF MAIN CONTRACT**, 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:
  - a. 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:
    - (i) 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. **Termination for Cause** Upon the Covered Entity's knowledge of a material breach by Business Associate, the Covered Entity shall either:

- 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. **Effect of Termination**

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. Survival As provided in the Agreement, certain rights and obligations of the Business Associate survive the termination of this Agreement.
- d. Interpretation Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Florida law.
- e. Severability 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. Binding Effect This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.
- g. Entire Agreement 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. Execution in Counterpart 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 have executed and delivered this instrument this 22nd day of September, 2009.

[SEAL]

**"COVERED ENTITY"**

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAULA S. O'NEIL  
CLERK & COMPTROLLER


BY: \_\_\_\_\_  
CHAIRMAN

[CORPORATE SEAL]

**"BUSINESS ASSOCIATE"**

NCSP Plus Incorporated

BY:  \_\_\_\_\_  
Corporate Secretary

BY:  \_\_\_\_\_  
Corporate President

Witnessed:  \_\_\_\_\_  
Nicholas Campese



**Attachment 3**  
**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 Fax: 212-213-3320  
5th Floor  
New York, N.Y. 10010 <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 Corporate Commitment 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.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Rehkov', is written over the word 'Sincerely,'.

Christopher K. Rehkov  
President



**Attachment 5**  
**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,

A handwritten signature in black ink, appearing to read "Scott P. Stromer".

Scott P. Stromer  
Purchasing Director

SPS/ke

A handwritten word "Received" in black ink, with a horizontal line underneath it.

A handwritten signature in black ink, appearing to read "Laurie Plater".





## 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.
6. 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.
8. 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.
10. 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**



**Attachment 7**

**Client Progress Reports**



**NCSPlus Incorporated**

Our Only Business is Putting Money into Your Business

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	Debtor Name	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	FRILIP J	0000025983001 JUL05, 2008	641.74	08-08	09-21-09	5 PT
DEP0000026587	GCIO	0000026587001 JUL05, 2008	1,465.96	08-08	10-23-08	5 SC
DEP0000030988	LC	0000030988001 JUL05, 2008	1,483.51	08-08	10-23-08	5 SC
DEP0000031262	CF	0000031262001 JUL05, 2008	1,765.59	08-08	10-23-08	5 SC
DEP0000031773	JP	0000031773001 JUL05, 2008	1,839.94	08-08	12-10-08	5 SF
DEP0000034589	HJ	0000034589001 JUL05, 2008	1,206.53	08-08	10-23-08	5 SC
DEP0000038694	MA	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
DEP0000053354	AN	0000053354001 JUL05, 2008	1,944.21	08-08	10-23-08	5 SC
DEP0000061899	CE	0000061899001 JUL05, 2008	1,652.48	08-08	09-17-08	2 PF
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
DEP0000081435	SANTI	0000081435001 JUL05, 2008	1,529.42	08-08	09-24-08	2 PF
DEP0000085725	WEIL,	0000085725001 JUL05, 2008	1,889.10	08-08	06-26-09	5 PT
DEP0000089742	D'OR.	0000089742001 JUL05, 2008	181.08	08-08	12-10-08	4 PF



## Client Services

<https://webserv.nationalcredit.com/scripts/WEB824.DLL?client=...>

DEP9000793781	AH		9000793781001 JUL05, 2008	2,762.43	08-08	02-24-09	5 PF
DEP9000800476	MI	:	9000800476001 JUL05, 2008	1,856.18	08-08	10-27-08	2 PF
DEP9000800615	DUR	:	9000800615001 JUL05, 2008	1,548.45	08-08	09-02-09	5 PT
DEP9000802228	EVI	CON	9000802228001 JUL05, 2008	2,007.18	08-08	10-23-08	5 SC
DEP9000802547	HYI	: E.	9000802547001 JUL05, 2008	1,084.21	09-08	11-12-08	3 PF
DEP9000807654	DI	ENT	9000807654001 JUL05, 2008	3,523.96	08-08	10-23-08	5 SC
DEP9000808351	AS		9000808351001 JUL05, 2008	1,386.93	10-08	01-08-09	5 SC
DEP9000836203	BE	:	9000836203001 JUL05, 2008	3,732.89	11-08	09-02-09	5 PT
DEP9000845022	RO		9000845022001 JUL05, 2008	3,013.29	08-08	11-12-08	5 PF
DEP9000865526	ME		9000865526001 JUL05, 2008	1,318.51	08-08	11-12-08	5 SC
DEP9000874338	NI		9000874338001 JUL05, 2008	1,947.51	08-08	10-23-08	5 SC
DEP9000877152	PA	3	9000877152001 JUL05, 2008	1,859.64	08-08	04-15-09	5 PF
DEP9000881315	AM		9000881315001 JUL05, 2008	1,290.84	08-08	10-23-08	5 SC
DEP9000938386	LER		9000938386001 JUL05, 2008	1,826.09	08-08	10-23-08	5 SC
DEP9000945282	CH		9000945282001 JUL05, 2008	2,128.94	08-08	10-23-08	5 SC
DEP9000961802	CAR		9000961802001 JUL05, 2008	1,130.05	08-08	12-29-08	5 PF
DEP9000970958	BE		9000970958001 JUL05, 2008	1,722.49	08-08	10-23-08	5 SC
DEP9000981809	HAN		9000981809001 JUL05, 2008	2,194.46	08-08	02-20-09	5 PF
DEP9000983949	STR		9000983949001 JUL05, 2008	1,329.12	08-08	01-12-09	5 SC
DEP9000990699	MAR		9000990699001 JUL05, 2008	778.00	08-08	10-23-08	5 SC
DEP9000997614	JOH	E	9000997614001 JUL05, 2008	1,143.76	08-08	10-23-08	5 SC
DEP9001015662	O'E		9001015662001 JUL05, 2008	1,002.21	08-08	10-30-08	5 SC

CLAIM FORM NUMBER THRU 908 DATE PURCHASED 06-27-08

CLAIM FORMS PURCHASED	909	
CLAIMS SUBMITTED	903	1,511,229.76
PAID IN FULL	424	651,654.85
PARTIAL PAYMENTS	87	37,707.08
PAYMENT ARRANGEMENTS MADE		.00
SETTLED IN FULL	33	66,529.43
PERFORMANCE	544	755,891.36
SKIP/MAIL RETURN	9	23,499.55
SERVICE COMPLETE/TRANSFER	406	695,692.17
AVERAGE BALANCE		1,673.56 DOLLARS
DISPUTED/DECEASED/BANKRUPT CLAIMS	6	19,084.53



**NCSPlus Incorporated**



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Home Client Services Progress Report - Client Number: SEA899-02

## Progress Report

SEALS AMBULANCE SERVICE

MARIE/AMY

P.O. BOX 175

FORTVILLE IN 46040

ACCOUNT REPRESENTATIVE:

MICHAEL ANDREW PAULINE

800-363-7215 EXT. 3648

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

LEVEL I SERVICE - AUTO  
TRANSFER

Claim Number	Debtor Name	Reference	Original Balance	Current Balance	Date Placed	Last Action	Ltr Code
0000098961566	ACI	PAT-031157	70.00	70.00	08-09	08-28-09	1
0000098961558	ACI	PAT-056137	990.00	990.00	08-09	08-25-09	1
0000098961481	ADA	PAT-055446	455.00	455.00	08-09	09-17-09	2
0000098961515	,	PAT-054958	870.00	870.00	08-09	09-17-09	2
0000098961545	,	PAT-054777	1,005.00	1,005.00	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	1,760.00	1,760.00	09-09	09-09-09	1
0000098961835	,	PAT-055689	1,120.00	1,120.00	09-09	09-11-09	1
0000098961392	,	PAT-051059	2,140.00	1,100.00	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	RY	PAT-055827	380.00	380.00	09-09	09-10-09	1
0000098961864	FANY	PAT-055993	1,085.00	1,085.00	09-09	09-15-09	1
0000098961535	IAM	PAT-018711	96.03		08-09	09-10-09	1 SF



## Client Services

https://webserv.nationalcredit.com/scripts/WEB824.DLL?CLIENT...

0000098961476	WI	PAT-055421	1,125.00	1,125.00	08-09	09-17-09	2
0000098961473	WI	PAT-055394	815.00	815.00	08-09	09-17-09	2
0000098961393	WI	PAT-051057	505.00	505.00	07-09	09-10-09	3 AR
0000098961622	W:	PAT-053783	160.50		08-09	09-25-09	1 PT
0000098961247	W:	PAT-054135	120.00	120.00	07-09	09-24-09	5
0000098961691	W	PAT-041106	1,095.00	1,095.00	09-09	09-09-09	1
0000098961709	W	PAT-028747	565.00	565.00	09-09	09-09-09	1
0000098961895		PAT-055170	69.93	69.93	09-09	09-15-09	1
0000098961563		PAT-050591	240.88	240.88	08-09	08-28-09	1
0000098961187	IL	PAT-044973	429.00	429.00	06-09	09-17-09	5
0000098961616		PAT-053485	106.12	106.12	08-09	09-23-09	1 AR
0000098961713	IS	PAT-051256	675.00	675.00	09-09	09-09-09	1
0000098961611		PAT-053075	78.17	78.17	08-09	08-31-09	1
0000098961310	Y	PAT-053577	115.49	115.49	07-09	09-24-09	5
0000098961266	Y	PAT-053998	83.67	83.67	07-09	09-24-09	5
0000098961425	Z	PAT-039064	364.00		07-09	08-12-09	1 PF
0000098961931	Z	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 NUMBER 98961163 THRU 98963662 DATE PURCHASED 05-06-09

CLAIM FORMS PURCHASED 2500

CLAIMS SUBMITTED 771 484,516.57

PAID IN FULL 34 9,067.07

PARTIAL PAYMENTS 37 42,945.62

PAYMENT ARRANGEMENTS MADE 46 22,564.41

SETTLED IN FULL 43 15,254.05

PERFORMANCE 146 90,149.47

SKIP/MAIL RETURN 49 34,279.21

SERVICE COMPLETE/TRANSFER 1 825.00

AVERAGE BALANCE 628.42 DOLLARS

DISPUTED/DECEASED/BANKRUPT CLAIMS 12 6,644.30

\*\* 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;



**NCSPlus Incorporated**



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Home Client Services Progress Report - Client Number: ORL388-01

# Progress Report

ORLANDO ORTHOPEDIC CENTER  
ATTENTION: CARMEN LOPEZ  
100 WEST GORE ST, SUITE 602  
ORLANDO FL 32806

ACCOUNT REPRESENTATIVE:  
LAWRENCE KING  
800-363-7215 EXT. 3429

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

LEVEL I SERVICE - AUTO  
TRANSFER

Claim Number	Debtor Name	Reference	Original Balance	Date Placed	Last Action	Ltr Code
0000098778703	E		82.18	10-08	01-01-09	5 AT
0000098778704	I	IETTE	63221	220.42	10-08	01-01-09 5 AT
0000098778705	I	ASTRO	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	5 AT
0000098778714		60689	115.27	10-08	01-01-09	5 AT
0000098778715		32882	202.36	10-08	01-01-09	5 AT
0000098778716		16426	92.00	10-08	11-04-08	1 PF
0000098778717	ANGC	43279	191.00	10-08	01-01-09	5 AT
0000098778718	ARRR	ID	59226	229.52	10-08	01-01-09 5 AT



Client Services

<https://webserv.nationalcredit.com/scripts/WEB824.DLL?CLIENT...>

0000098779679	LI		109404	132.49	05-09	08-13-09	5	AT
0000098779680	YK	ID	112074	174.24	05-09	06-22-09	5	AT
0000098779681	LI		110162	132.09	05-09	08-13-09	5	AT
0000098779682	JU	A	101219	273.00	05-09	08-13-09	5	AT
0000098779683	H	NDRA	21342	212.00	05-09	08-13-09	5	AT
0000098779684	G	R	27056	904.24	05-09	08-13-09	5	AT
0000098779685	R	X U	2356330	697.00	05-09	08-13-09	5	AT
0000098779686	S	A	112695	758.52	05-09	09-21-09	5	AR
0000098779687	M	T	1717240	299.61	05-09	08-13-09	5	AT
0000098779688	N		111056	83.23	05-09	09-21-09	5	PF
0000098779689	E	INSTANCE	112615	451.45	05-09	08-07-09	4	PF
0000098779690	I	AN	1237240	78.50	05-09	08-13-09	5	AT
0000098779691	V	N	60056	314.06	05-09	06-15-09	1	MR
0000098779692	G	A	109734	97.00	05-09	08-13-09	5	AT
0000098779693	E		57783	270.00	05-09	08-13-09	5	PF
0000098779694	C	LINE	110439	2,560.00	05-09	08-13-09	5	AT
0000098779695	L		101659	385.00	05-09	08-13-09	5	AT
0000098779696	B.		108378	120.91	05-09	08-13-09	5	AT
0000098779697	BI	WHIA	27359	101.85	05-09	09-23-09	5	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	AT
0000098779701	AL		110379	87.04	05-09	08-13-09	5	AT
0000098779702	FR	IRLY	4850	310.97	05-09	08-13-09	5	AT

CLAIM FORM NUMBER 98778703 THRU 98779702 DATE PURCHASED 10-01-08

CLAIM FORMS PURCHASED	1000	
CLAIMS SUBMITTED	1000	410,113.35
PAID IN FULL	205	44,550.15
PARTIAL PAYMENTS	59	9,682.00
PAYMENT ARRANGEMENTS MADE	14	7,158.67
SETTLED IN FULL	44	22,303.58
PERFORMANCE	316	83,744.40
SKIP/MAIL RETURN	100	48,983.76
SERVICE COMPLETE/TRANSFER	696	294,011.43
AVERAGE BALANCE		410.11 DOLLARS



**NCSPlus Incorporated**

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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	Reference	Original Balance	Date Placed	Last Action	Ltr Code
ONYU016552522	BUT	OHER M. N16552522	11,070.05	06-07	08-27-07	2 SF
ONYU019116755	ARI	LA N19116755,082	2,775.00	12-08	01-28-09	2 PF
ONYU072881390	PAC	E N13297484, 071	5,580.32	02-08	05-07-08	5 SC
ONYU087843448	AN	P N12092153, 073	797.60	07-08	09-08-08	2 PF
ONYU0N1518894	I	RY N11518894,073	28,319.35	06-08	09-04-08	5 SC
ONYU498862376	C	M N13408905, 063	5,446.46	07-08	09-11-08	5 SC
ONYU0N13900772	K	J K. N13900772,081	1,910.49	12-08	02-26-09	5 SC
NYU0000068376	D	F. N12438870,072	545.00	12-07	01-22-08	4 PF
NYU0001768474	W	R B. N11979078, 081	5,989.31	12-08	06-11-09	5 PF
NYU0006742918	SC	BETH N12148671,072	255.00	12-07	01-15-08	3 PF
NYU0006823964	PI	RAY N15419331, 081	30,012.61	12-08	06-12-09	5 PF
NYU0006868600	ST	MAYA N14975850, 071	407.69	10-08	01-20-09	1 SF
NYU0007709210	MY	GS N12449518, 073	4,611.86	06-08	07-18-08	2 PF
NYU0007825501	SE	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	ELI	TH B. N19668971,072	100.00	12-07	01-02-08	2 PF
NYU0009666103	HI	J. N18544675,071	1,467.29	12-07	04-07-08	4 SF



## Client Services

<https://webserv.nationalcredit.com/scripts/WEB824.DLL?CLIEN...>

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

\*\* 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...](https://webserv.nationalcredit.com/scripts/WEB$24.DLL?CLIENT...)**DISPUTED/DECEASED/BANKRUPT  
CLAIMS****14****5,420.15****PLACED IN ERROR/WITHDRAWN  
CLAIMS****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;****© 2006 - NCSPius Incorporated. All rights reserved.**



**Attachment 8**

**Basic Service Price List**





## **Basic Service - Price Schedule**

<b>NUMBER OF CLAIMS</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
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

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- 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

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- 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**





*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](mailto:hplatig@ncsplus.com)

Direct Line: (321) 332-7578

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

Direct Fax: (866) 824-9280





**NCSPlus Incorporated**

*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.

Sincerely,



Harve Platig

[hplatig@ncsplus.com](mailto:hplatig@ncsplus.com)

Direct Line: (321) 332-7578

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

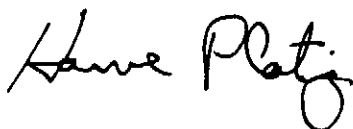


Although our Basic Service does not include telephone calls (one of the most effective tools in the debt collection tool box), it is recommended to County for small balances in need of collection. Therefore, prices for our Basic service are also offered to County at this newly reduced rate and all other 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

[hplatig@ncsplus.com](mailto:hplatig@ncsplus.com)

Direct Line: (321) 332-7578

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

Direct Fax: (866) 824-9280



# EXHIBIT C



## SERVICE AGREEMENT PRINT ORDER

**COMPLETE AND MAIL TO:**  
**NCSPLUS Incorporated**  
 www.ncsplus.com

Client (System) Number		Report Order		Today's Date	
Initial Password				No. <b>U 415829</b>	
New Order	Reorder	Rewrite	Claim Forms	Internet	Type of Business

Order Department  
 117 East 24th St. 5th Floor  
 New York, NY 10010  
 Telephone: 212-213-3000  
 Fax: 212-213-3320

CLIENT NAME _____					
ADDRESS _____					
CITY _____		STATE _____		ZIP _____	
TELEPHONE NUMBER _____			FAX _____		
SYSTEM USER _____		TITLE _____		EMAIL _____	

<input type="checkbox"/> BASIC <input type="checkbox"/> LEVEL I <input type="checkbox"/> LEVEL II <input type="checkbox"/> LEVEL III <input type="checkbox"/> LEVEL IV <input type="checkbox"/> LEVEL V		Make Checks Payable to: <b>NCSPLUS Incorporated</b>	CLAIM FORMS PER SYSTEM _____	SALES TAX \$ _____
		FULL SYSTEM PRICE \$ _____	AMOUNT RECEIVED \$ _____	

<b>TRANSFER AUTHORIZATION</b> NCSPLUS Incorporated (NCS) agrees that any account completing the Cash Recovery System's Primary Phase (approximately 120 days of pursuit) uncollected, will automatically be transferred to the company's ACM Division for intensive workout recovery service (including litigation, when warranted, at NCS's expense). ACM will service transferred accounts as second placements in accordance with the terms and conditions stated on both sides of this agreement.		<b>SECONDARY PLACEMENT - AMERICAN CREDIT MANAGEMENT DIVISION (ACM) SERVICE</b> (*) Client maintains the right to decline assignment to ACM on all accounts, for thirty (30) days from the Notice of Transfer date, which --OR-- will be sent after the Program's Primary Phase is completed.	
Client Must Initial <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>ACM Transfer Authorization</b>	<b>Primary Phase Only</b>	As specified on the reverse side of this agreement
Client Must Initial <input type="checkbox"/> YES <input type="checkbox"/> NO	Client Authorizes NCS To Report Unpaid Accounts To The Three National Credit Bureaus.	Client Must Initial <input type="checkbox"/> YES <input type="checkbox"/> NO	Please indicate whether you will litigate consumer collections, if needed, in accordance with the Federal Fair Debt Collection Practices Act.

REMARKS _____ _____ _____ _____ _____	<b>ACH AUTHORIZATION</b> I hereby Authorize NCS to ACH my Checking Account for any current outstanding invoices due NCS. _____ Authorized Signature _____ Account # _____ Routing # _____ Please attach copy of check (File Copy)	<b>Charge to my credit card:</b> <input type="checkbox"/> Visa <input type="checkbox"/> M/C <input type="checkbox"/> AMEX Card No. _____ Expires _____ Signature _____ Copy of Credit Card MUST Accompany All Credit Card Orders (File Copy)
	Client's Association _____	

Client Authorization: NCS shall provide complete collection services on every account submitted. If an account is transferred to NCS's ACM Division, the company shall negotiate, secure and process payments on submitted accounts and forward 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 \_\_\_\_\_ Name \_\_\_\_\_ Reg. Dist. Number \_\_\_\_\_  
 \_\_\_\_\_ Secondary Rep \_\_\_\_\_ Name \_\_\_\_\_ Reg. Dist. Number \_\_\_\_\_



## 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 pre-litigation 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.