



Account Control Technology, Inc.

Toll-free (800) 394-4228 | Office: (818) 712-4999  
Fax: (818) 712-4979 | AccountControl.com

November 13, 2018

Mark Atkins, Senior Buyer  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

RECEIVED

2018 NOV 15 AM 11:52

WV PURCHASING  
DIVISION

Re: CFRQ 0212 SWC1900000006 for Debt Collection Services - DEBT19

Dear Mr. Atkins and Evaluation Committee Members,

Account Control Technology, Inc. (ACT) is pleased to submit the enclosed proposal to provide the State of West Virginia with professional collection services for its various state agencies.

ACT is a performance driven, compliance-minded collection partner with 28 years of experience recovering a diverse range of debt for state-level entities including taxes, utility charges, student loans and accounts, tollway/transportation fees and fines, commercial debts, and much more. If selected, ACT will develop custom-fit collection programs tailored to each of the State Agencies' specific needs.

ACT places the utmost importance on ethical conduct and compliant operations, so as to reflect positively on the State of West Virginia. Applying a proven consultative philosophy, every facet of ACT's business centers on creating a positive payment experience for debtors while achieving competitive return for the State. As such, ACT has earned a glowing reputation for achieving high returns and providing stellar customer service.

Throughout this proposal, we discuss the many qualities that make ACT the best partner for the State. Several highlights include:

- **Customized, highly effective collection programs** built upon decades of debt collection experience;
- **Consultative, ethical methods** to uphold a positive reputation for the State;
- **Top-tier Client Care to alleviate administrative burden on State Agencies;**
- **Web-based, real-time account information and reports;**
- **Multifaceted regulatory compliance and quality assurance programs;**
- **Advanced call center technology** and account management integration;
- **Compliance with the industry's most rigorous data security standards;**
- **Nationwide licensing** and five U.S. locations for broad coverage.

ACT has prepared and submitted this proposal according to RFQ instructions. This includes:

- Submission of one (1) original signed and dated by an official authorized to bind our company;
- Acknowledgment of Addendum No. 1.

The bid contained herein shall remain in effect for at least **180 days** from the proposal submission date. If you have any questions or require additional information regarding ACT's services, please feel free to contact me or Michael Matkowsky.

**Primary ACT Contact:**

**Lynn Heineman**

Sr. Vice President of Sales & Marketing

(716) 480-3391 mobile

[lheineman@accountcontrol.com](mailto:lheineman@accountcontrol.com)

**Secondary ACT Contact:**

**Michael Matkowsky**

Regional Account Executive

(818) 620-1821 mobile

[mmatkowsky@accountcontrol.com](mailto:mmatkowsky@accountcontrol.com)

Thank you for the opportunity to submit the enclosed proposal. We look forward to working with the State of West Virginia to achieve your collection goals and serve as a collaborative, compliant, and effective business partner now and into the future.

Sincerely,



Lynn Heineman

Sr. Vice President of Sales & Marketing



Account Control Technology, Inc.

Proposal to Provide

**Debt Collection Services - DEBT19**

West Virginia State Agencies

CFRQ 0212 SWC1900000006

Due: November 15, 2018 at 1:30 p.m.

**Cover Letter**

**Table of Contents**

**TAB 1: Agency Qualifications & Collection Strategies**

Statement of Commitment & Qualifications .....	2
Government & Student Debt Collection Experience .....	4
Client References .....	5
Strategies for Maximizing Recovery .....	11
Services for West Virginia Agencies .....	19

**TAB 2: Pricing**

**TAB 3: Required Documents**

- Instructions to Vendors Submitting Bids
- Specifications
- Disclosure of Interested Parties to Contracts
- Purchasing Affidavit
- HIPAA Business Associate Addendum
- Addendum Acknowledgment Form



Account Control Technology, Inc.

## TAB 1

---

# Agency Qualifications & Collection Strategies

## **Statement of Commitment & Qualifications**

As a nationwide debt collection firm with 28 years of professional debt collection experience, ACT stands poised, with resources at-the-ready to execute comprehensive, compliant, and expedient collection services to fully penetrate and maximize recovery across the State of West Virginia's various portfolios. Upon award, ACT will work closely with participating Agencies to implement customized solutions and surpass recovery and service expectations. ACT is committed to:

- Developing a custom collection program for each State Agency;
- Resolving debts completely to replenish funds and boost cash flow;
- Reinforcing a positive relationship between the State of West Virginia and the individuals and businesses it serves; and
- Maximizing efficiencies to alleviate administrative burden on State personnel.

On the next few pages, we summarize the special advantages which set ACT apart and exemplify ACT's distinct qualifications to serve the State of West Virginia as a preferred collection partner.

### ***ACT Understands & Supports the State of West Virginia's Needs***

We know excessive delinquencies put financial strain on your administration. The State of West Virginia is assured not only of our ability to provide all of the required services outlined in this request for proposal, but also our commitment to exceeding both recovery goals and service expectations every step of the way.

While recouping outstanding debt is necessary to sustain a healthy local economy, it is also important to promote a positive public image for participating State Agencies by nurturing relationships with its consumer and commercial customers.

ACT alleviates these specific challenges by offering a third-party collection program tailored to each Agency's particular business processes and collection goals. We ease demand on your staff by mirroring critical business processes to simplify day-to-day communication, file transfers, reporting, and remittance. Once accounts are placed, proven contact strategies help us locate and connect with debtors quickly, leading to faster recovery. ACT's collection professionals use our consultative methods as they work one-on-one with each debtor to resolve their delinquency, replenishing State funds while upholding your esteemed reputation.

### ***Managing Risk & Reputation with ACT's Consultative Methods***

Preserving the State of West Virginia's exemplary reputation is mission critical and every interaction we have with your debtors upholds this objective. ACT's consultative collection methods are rooted in a decades-long philosophy centered on courteous treatment of debtors, ethical business practices, and absolute regulatory compliance. ACT's history of success is proof-positive that treating debtors respectfully and helping them make good on their financial obligations not only effectively mitigates risk, but also results in higher returns for our clients.

### ***Nationwide Reach to Serve Clients & Debtors Across the U.S.***

No matter where your debtors reside, ACT has you covered. We possess the necessary licenses, permits, certificates, and bonds to collect in all 50 states and U.S. territories. Collectors work

staggered shifts to extend availability into the evening hours in all time zones as well as on Saturdays. ACT's self-service payment portal expands availability even further, enabling debtors to make secure payments via the Web at their convenience.

Accounts are worked from our collection facility in Mason, Ohio by teams specializing in student and government debt types. Support for the contract is provided from corporate headquarters located in Woodland Hills, California and a payment processing center in Renton, Washington.



### **Leveraging Technology for Efficiency & Compliance**

ACT has a long history of innovation and investment in creative solutions that make our collection programs more efficient, our systems more secure, and our customer service offerings more convenient for clients and debtors alike.

First and foremost, ACT's Latitude collection system is specially engineered to handle the nuances of educational collections, particularly federal loan program requirements. In addition to streamlining processes like student loan rehabilitation and consolidation, the system enables ACT to design and deploy custom collection workflows and control collector activity to ensure ACT's efforts adhere to education-specific regulatory, internal, and client policies.

As another layer of compliance reassurance, ACT uses Castel Detect—advanced speech analysis software—to monitor collector conduct on every call and provide real-time feedback through on-screen compliance prompts and an emotion meter. Castel also provides call recording and manager post-call analysis for quality assurance.

Finally, ACT provides a range of web-based services that help clients and debtors manage their accounts easily. State Agencies will be able to safely transfer placement files, access detailed debtor records, and run collection activity reports at your convenience. Debtors are encouraged to use ACT's consumer portal to view account information and make immediate payments online. Both portals integrate with ACT's Latitude collection system in real-time, making the information available online up-to-the-minute accurate.

### **Client & Debtor Websites**

State Agencies will have secure, online access to detailed debtor records, real-time collection activity reports, and other helpful resources. Our online file upload feature allows Agencies to

safely transfer placement batches directly to ACT from your computer. Debtors are invited to log into ACT's consumer portal to view their personal account information and make payments online, whenever it is convenient for them. Both portals are connected to ACT's Latitude collection system, so the information available online is up-to-the-minute accurate.

### **Top-Tier Data Security**

ACT's expansive Information Security Program governs the many procedural and technical defenses that protect client and debtor data in all its forms and also outlines critical processes for assessing and improving protocol to keep ahead of evolving threats. Major components of our security framework include annual employee training, access-controlled facilities, off-site co-located primary server, built-in redundant back-up, strong network security and encryption, constant system/network monitoring, and staff of IT and security experts to maintain it all.

ACT meets or exceeds the service industry's most stringent standards and rigorous certifications, including: FISMA, HIPAA, ISO, NIST, PCI-DSS, and SSAE 18 SOC 2 Type 2.

## **Government & Student Debt Collection Experience**

ACT's current customer base includes over 250 clients, encompassing portfolios from state government agencies, higher education institutions, utility providers, banks/credit unions, auto lenders, and more. Our expertise, cultivated over nearly three decades, has prepared ACT with the skill set and inventive character necessary to be successful on a diverse debt portfolio like the State of West Virginia's. ACT is recognized for outstanding performance on portfolios consisting of low and very high balance accounts, ability to handle varying placement volumes, and flexibility to accommodate a spectrum of client processes and requirements.

### **Government Collection Experience**

The following is a representative list of ACT's government clientele. These partnerships confirm ACT's reputation as a reliable, industry-trusted collection agency and demonstrate our long history of success providing the required services.

<b>Government Clients</b>	<b>Debt Types Collected</b>	<b>Length of Service</b>
Alaska Court System	Fines and Attorney Fees	2017 - Present
Alaska Department of Labor and Workforce Development	Commercial Overpayments to Employers	2018 - Present
Alaska Permanent Fund Dividend	Overpaid Resident Dividends	2016 - Present
Arizona Dept of Revenue	Consumer & Commercial Taxes	2017 - Present
Austin Energy	City Utility Accounts	2018 - Present
California Dept of Transportation	Highway & Vehicle Damage Claims, Advances, Rentals, Overpayments	2015 - Present
Connecticut Dept of Administrative Services	Overpayments of State Services, e.g. Food Stamps, Medical Assistance, Child Care	2016 - Present
Connecticut Dept of Emergency Services Public Protection	Police Escorts, Road Work Protection, Funeral Processions	2016 - Present
Connecticut Dept of Revenue Services	Consumer & Commercial Taxes	2017 - Present

Government Clients	Debt Types Collected	Length of Service
Connecticut Dept of Transportation	Highway & Vehicle Damage Claims, Advances, Rentals, Overpayments	2016 - Present
Connecticut Probate Court Administrator	Attorney and Court Fees	2017 - Present
CPS Energy	Electricity & Gas Utility Accounts	2014 - Present
Judicial Council of California	Court Ordered Debts	On-Boarding
North Carolina Division of Motor Vehicles	Consumer & Commercial Auto/Transportation Fines, Fees, Insurance	2016 - Present
North Carolina Turnpike Authority	Quick Passes and Toll Violations	2014 - Present
Oregon Dept of Administrative Services	Fines, fees, penalties, taxes, damages etc.	2006 - Present
Oregon Dept of Revenue	Consumer & Commercial Taxes	2006 - Present
Oregon Dept of Transportation	Motor Carrier, DMV, & Fuel Taxes & Penalties	2014 - Present
Small Business & Technology Development Center	Emergency Loans to Commercial Entities After Hurricane Wilma	2013 - Present
Texas Comptroller of Public Accounts	Consumer & Commercial Taxes	2017 - Present
Utah Office of State Debt Collection	State Administration fees, e.g. Liens, Levies, Permits, Fines, Judgments, Income Tax	On-Boarding
U.S. Department of Education	Federal Student Loans	2000 - Present

### **Student Debt Collection Experience**

ACT has an acute understanding of student debt collections and specialized collection programs for federal Perkins and Health Professions loans, institutional loans, tuition debt, and other campus receivables. Our heightened expertise in this particular area has been accumulated through decades of experience collecting for colleges/universities, student loan guarantors, and the U.S. Department of Education (ED), as evidenced by the sampling of clients listed below.

Institution	Length of Service
Arizona Tri-University System	2017 - Present
California State University System	2004 - Present
City Universities of New York	2004 - Present
Florida State University System	2018 - Present
Kansas Board of Regents	2011 - Present
University of California System	2014 - Present

Institution	Length of Service
University of Hawaii System	2011 - Present
University of Maine System	2014 - Present
University of Minnesota	2013 - Present
University of North Carolina System	2009 - Present
University of Southern California	1997 - Present
West Virginia University	2017 - Present

### **Client References**

The following references represent ACT's experience with several state agencies and universities similar to those represented by the State of West Virginia contract in terms of size, scope, and complexity. These clients are happy to share their first-hand experiences with ACT's recovery performance, compliance, and customer service. Several testimonial letters from comparable projects follow.



**West Virginia University**




Cassie Grizzell Brown  
(304) 293-3921  
[cassie.brown@mail.wvu.edu](mailto:cassie.brown@mail.wvu.edu)

Debt Types: Perkins Loans,  
Institutional Loans & Accounts  
Receivable

PO Box 6004  
Morgantown, WV 26506

Service: July 2017 - Present

**University of North Carolina Wilmington**




Linda Padezanin  
(910) 962-4280  
[padezaninl@uncw.edu](mailto:padezaninl@uncw.edu)

Debt Types: Perkins Loans,  
Tuition & Accounts Receivable

601 South College Road  
Wilmington, NC 28403

Service: May 2011 - Present

**Western Carolina University**



Tom Tench  
(828) 227-2574  
[titench@email.wcu.edu](mailto:titench@email.wcu.edu)

Debt Types: Perkins Loans,  
Tuition, & Accounts Receivable

1 University Way  
Cullowhee, NC 28723

Service: Dec 2013 - Present

**University of Southern California**




Molly Poch  
(213) 740-4017  
[poch@usc.edu](mailto:poch@usc.edu)

Debt Types: Perkins Loans &  
Institutional Loans

851 West 36th Place  
First Floor  
Los Angeles, CA 90089

Service: Dec 1999 - Present

**Arizona Department of Revenue**




Mirna Sanchez  
(602) 542-4212  
[msanchez@azdor.gov](mailto:msanchez@azdor.gov)

Debt Types: Individual Income  
Tax, Transaction Privilege Tax,  
Use Tax, Withholding Tax,  
Corporate Income tax

1600 W Monroe  
Room 948  
Phoenix, AZ 85007

Service: Jan 2016 - Present

**Oregon Department of Revenue**



Shiloh Sierra  
(503) 302-0011  
[shiloh.sierra@oregon.gov](mailto:shiloh.sierra@oregon.gov)

Debt Types: Individual &  
Commercial Taxes

955 Center Street NE  
Salem, OR 97301

Service: June 2008 - Present

**Connecticut Department of Revenue Services**



Beth Souza  
(860) 297-4847  
[beth.souza@po.state.ct.us](mailto:beth.souza@po.state.ct.us)

Debt Types: Income Tax,  
Business Tax, Sales & Use Tax

25 Sigourney Street  
Hartford, CT 06106

Service: June 2017 - Present

**Alaska Department of Administrative Services**




Dawn Olene-Hill  
(907) 269-5119  
[dawn-olene.hill@alaska.gov](mailto:dawn-olene.hill@alaska.gov)

Debt Types: State Government  
Debt

550 W 7th Avenue  
Suite 1960  
Anchorage, AK 99501

Service: Dec 2016 - Present

**Texas Comptroller**



Ted Juarez  
(512) 463-6476  
[ted.juarez@coa.texas.gov](mailto:ted.juarez@coa.texas.gov)

Debt Types: Franchise Tax,  
International Fuel Tax, and Sales,  
Excise, and Use Tax

1700 N Congress  
Austin, TX 78701

Service: Nov 2016 - Present

October 12, 2018

Account Control Technology, Inc.  
P.O. Box 8012  
Canoga Park, CA 91309

To Whom It May Concern:

This letter is written to express our high level of satisfaction with the services provided by ACT in collecting accounts receivable and institutional loan debt.

We have had the pleasure of doing business with ACT since 2017, and thus far they have exceeded our expectations in collections, customer service and client relations.

ACT offers training for our staff members, web delivery of reports and account information, and quality customer service to their clients.

We highly recommend ACT to any college or university in need of institutional debt recovery.

Sincerely,



Cassie Grizzell Brown  
Assistant Director, Funds Management  
West Virginia University

MORGANTOWN CAMPUS  
PO Box 8004 | Morgantown, WV 26506  
☎ 304-293-1166 ☎ 304-293-4690  
<http://www.wvu.edu>

HEALTH SCIENCES CENTER  
PO Box 8010 | Morgantown, WV 26506  
☎ 304-293-3741 ☎ 304-293-8881  
<http://www.wvu.edu>

COLLEGE OF LAW  
PO Box 6130 | Morgantown, WV 26506  
☎ 304-293-5502 ☎ 304-293-0881  
[hr@colaw.wvu.edu](mailto:hr@colaw.wvu.edu)

POTOMAC STATE COLLEGE OF WVU  
15 Arnold Street | Parkersburg, WV 26101  
☎ 304-782-8820 ☎ 304-782-8822

WEST INSTITUTE OF TECHNOLOGY  
512 South Pennsylvania Street | Beckley, WV 26002  
☎ 304-266-3031 ☎ 304-266-3100  
<http://www.wit.edu>

Equal Opportunity/Affirmative Action Institution



UNIVERSITY OF NORTH CAROLINA WILMINGTON

February 20, 2018

To Whom It May Concern,

I am writing this letter to recommend the services of Account Control Technology, Inc. (ACT) to your organization. ACT has been on the University of North Carolina Wilmington's contract for over 5 years. Over the past 3 years our university has been working with Michael Matkowsky and his team on numerous accounts. Since Michael has been on board, we have received prompt attention to all of our placements, effective communication, and collecting more dollars than previous years.

The response rate from ACT is immediate and professional and working with the ACT team has been a very positive experience. I would like to ask you to consider ACT for your collection needs of your university. I strongly recommend the services of the company and we look forward to working with them on future placements and accounts.

Sincerely,

Linda Padezanin  
Collection Specialist  
UNC Wilmington  
910-962-4280

STUDENT ACCOUNTS

601 SOUTH COLLEGE ROAD • WILMINGTON, NORTH CAROLINA 28403-5625 • 910-962-4280 • FAX 910-962-7402

WESTERN CAROLINA UNIVERSITY  
119 KILLIAN ANNEX  
CULLOWHEE NC 28723  
Tel 828.227.2574 Fax 828.227.7600



Tom Tench  
Assistant Administrator to Student Service Manager  
Collection & Billing  
Western Carolina University  
119 Killian Annex  
Cullowhee, NC 28723

February 14<sup>th</sup>, 2018

RE: Account Control Technology, Inc.  
PO Box 8012  
Carrage Park, VA 91309

To Whom It May Concern:

I am writing to recommend Account Control Technology, Inc. for your business needs. We have been using this company for collections of past due debt for several years now, and have always been completely satisfied. They do an exceptional job, offer high quality service and competitive rates. Their knowledge and attention to detail have aided in keeping our university on track.

We feel confident in providing this reference, for they are not only thorough, but also easy to work with and always willing to take the time to discuss our concerns and answer any question we might have. I would like to ask that you consider ACT for the collection needs of your company. I strongly recommend their services and feel that you will not be disappointed.

If you have questions or need clarification, feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to be "Tench".

Tom Tench  
Assistant Administrator to Student Service Manager  
Collections & Billing

1 University Drive | 119 Killian Annex | Cullowhee, NC 28723 | 828.227.7324 *tel* | 828.227.7600 *fax* | [www.wcu.edu](http://www.wcu.edu)

**Student Accounts Office**



November 11, 2018

To whom it may concern:

It has been our pleasure to have Account Control Technology (ACT) help service the University of Southern California Federal Perkins loans and non-federal loans debt collections for over 15 years.

We are pleased with the service they have provided and are providing. ACT customer service has always been professional and courteous. We are informed with regular reports and phone calls. I have never received any negative feedback from our borrowers. Any inquiry or phone call is returned immediately, we are fortunate to have them as part of our collecting team.

USC looks forward to a long and mutually beneficial relationship with ACT for many years to come. I highly recommend them as a collection resource.

If you would like to discuss this further, please feel free to get in touch with me.

Best Regards,

Molly Poch  
Director, University of Southern California  
Student Financial Services

## **Strategies for Maximizing Recovery**

ACT is proud to offer the State of West Virginia our expertise in a broad range of consumer, commercial, and student debt types. Each unique portfolio of accounts benefits from customized strategies to maximize right party contacts and quickly secure payments. Our customized approach ensures specific procedural requirements are met and also aligns our efforts to maximize liquidation for many different Agencies and segments of debt.

### ***Expedient Collection Services***

ACT begins working accounts within the first 24 hours of placement, starting with account scrubs and preliminary skip tracing to prepare accounts for collectors. Then our strategic combination of collection notices, collector calls, and automated dialer calls quickly connect with debtors to convert “past due” into “paid in full.”

### ***Scrubs & Data Validation***

Accounts are conditioned through leading consumer databases to validate mailing addresses, obtain telephone numbers, and identify accounts affected by special statuses—such as deceased, bankrupt, military, and incarcerated debtors. Accounts are automatically appended with new demographic information and are fast-tracked to a work queue for contact attempts. Deceased, bankrupt, military, and incarcerated debtors are moved to a special work queue.

### ***Scoring & Segmentation***

ACT uses a proprietary scoring algorithm—based on 33 individual debtor and account attributes—to accurately forecast the level of effort required to successfully collect, intensify account penetration through targeted work strategies, and amplify recovery on all accounts.

Scores help ACT segment inventory and execute multiple, concurrent work flows to intensify collection across an entire portfolio. ACT’s segmentation is not a “one and done” strategy. Our segmentation strategy is flexible and dynamic, enabling accounts to move into other segments as debtors’ financial situations improve or new contact information surfaces, giving ACT a refreshed opportunity to collect. Collection Managers design work queues to take advantage of ACT’s segmentation methodology, ensuring no account sits idle—even low balances—and work efforts are defined and unified based on common account characteristics.

### ***Mailed Collection Notices***

The initial Validation Notice is mailed to validated address on record within 48 hours of referral, after ACT has completed the scrub and scoring processes. A Validation Notice is also mailed whenever a new address is confirmed. This first notice explains in clear terms that the debt has been referred to a collection agency, urges the debtor to contact ACT, and outlines important debtor rights concerning disputes, validation, and document requests.

Additional letters are sent following the validation period, as circumstances dictate: repayment agreements (if required), balance requests, settlement offers, response to disputes, proof of debt, etc.

Notice	Description
Validation Notice	Mailed within 48 hours of placement and when ACT verifies a new address.
Collection Notices	Mailed beginning ~30 days following the Validation Notice, if no payments have been received.
Repayment Agreement	When required by client, mailed to confirm the debtor's payment arrangement made verbally.
Recurring Payment (Reg E) Authorization	Mailed when a debtor agrees to recurring payments using credit/debit or deposit account transfers.
Notice of Intent to Deposit	Mailed 5-10 days before a credit/debit or deposit account transfer is scheduled to occur.
Settlement Terms	Confirms settlement terms approved by client.
Balance Letter	Mailed when a debtor requests a breakdown of the current account balance.

### Skip Tracing

ACT's skip tracing program is a multi-tiered process, blending the industry's best automated location tools and most effective manual collector skip techniques to locate debtors quickly and efficiently. Deployment of the next skip resource is based on the level of success of previous searches, known debtor demographics, account balance, and other attributes. By escalating skip activity as-needed, ACT reserves the most rigorous (and often costly) location searches for accounts likely to benefit the most.

### Automated Skip Resources

Partnerships with an extensive network of consumer credit bureaus and top information providers grant ACT access to an abundance of debtor demographic and asset data. The following list includes some of the many external, automated resources ACT utilizes to gather information on debtor locations, assets, and more when collecting:

Automated Skip Providers	
CBCInnovis	Phone   Address   Employment
CL Verify/MicroBilt	Phone   Address   Employment
Equifax/TALX	Employment
Experian	Phone   Address   Employment   Bankruptcy   Death   Priority Score   Income Score   Other Credit Attributes
Fairfax/Windsor	Phone   Address
LexisNexis	Phone   Address   Employment
NCOALink	Address
OneClick-Data	Phone   Address   Employment
TransUnion	Phone   Address   Employment
VeriFacts	Phone   Address   Employment

### **Collector Skip Efforts**

A special partnership with LexisNexis has enabled ACT to invest in a custom integration solution that links our Latitude collection platform and the 45 billion records housed by LexisNexis' Accurint. This connection gives collectors access to immediate results through a multitude of additional searches, all performed within the secure and compliant environment of ACT's collection system. Searches and results are automatically documented within Latitude, placing information at collectors' fingertips and making data readily available for custom reporting, tracking, and quality assurance processes.

Collectors may also use a variety of web-based tools to perform additional searches and are highly trained in professional communication with third-parties. Collectors adhere to all applicable laws when contacting third-parties to legally obtain a debtor's current address, phone number, and place of employment.

### **Daily Trigger Monitoring**

Even if debtors are difficult to locate now, they are likely to resurface as their personal finances change and new information becomes available. ACT may use Experian's Collection Triggers to monitor accounts for updated location information. ACT receives trigger notifications daily. For example, when a debtor applies for a new credit card, ACT is notified of the contact information provided on the application. The account is automatically updated and added to a work queue, giving ACT's collectors a fresh start on contacting the debtor.

<b>Triggers Monitored by Experian</b>	
New Employment	Current for 60 days, was 150-180 past due
New Phone	Settled a Debt
New Bank/Credit Card	Made Payment, Auto Loan
New Home Equity Loan	Made Payment, Charge off
Home Equity Loan Inquiry	Made Payment, Collection Agency
New Installment Loan	Made Payment, Loan
Mortgage Inquiry	Made Payment, Recreational Merchandise
Student Loan Inquiry	Made Payment, was 90 days past due
Paid in Full, was Charged Off	Made Payment, was 120 days past due
Paid in Full, was 120 past due	Made Payment, was 150 days past due
Paid in Full, was 150 past due	Made Payment, was 180 days past due
Paid to Bring Current, was 150 past due	

The following chart illustrates ACT's skip tracing program.



**New Business is Entered in ACT's Latitude System w/in 24 Hours of Receipt and is Subject to the Following Automated Skip Tracing Strategy:**

**Initial Skip Tracing Upon Account Placement**

**Automated Skip Searches**

<b>ECOnevix</b> Phone Numbers Home Address Employer Info	<b>CI Verify/MicroBilt</b> Home Phone Numbers Work Phone Numbers Addresses	<b>Experian</b> Collection Advantage Score Credit Headers (names, phone numbers, addresses, DOR, SSN) Credit Reports	<b>LexisNexis</b> Phone Numbers Home Address Employer Info
---	---	---	---

**Account Scrub**

Identify debtors falling into these categories for special handling and/or admin. resolution:



- Bankruptcy
- Death
- Incarceration
- Active Military Status
- Litigious Debtors

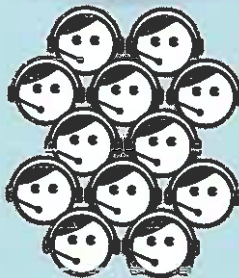
**Propensity to Pay Score**

Accounts are scored using a proprietary algorithm and 33 unique financial & demographic attributes. Scores are used to strategically segment and determine work efforts for maximize recovery on each client portfolio.



**Collector Work Efforts**

- Call debtor at home
- Call debtor at work, if permitted
- Call cosigners/references
- Call numbers returned by automated skip program
- Pull Phones Plus on numbers
- Pull Phones Plus on addresses
- Pull directory assist on employers
- Reverse home, vendor numbers, & references
- Check credit report
- Nearby searches of all addresses
- Perform one search for possible new address
- Search surname/last name, unless name is very common
- Call surnames located in same area code as debtor
- Call/search professional licensing boards
- Call/search assessor's office for addresses listed to debtor
- Call property owner/apartment manager



**Positive Debtor Contact!**

Initiate payment negotiation protocol to secure payment in full or installment payments.



**Positive Hit**



Positive location hits reroute accounts back to active collector work queues for refreshed contact opportunities.

**30-Day  
No-Contact  
Trigger**

Accounts may be monitored using Experian Triggers. ACT receives daily notifications when new location or financial information becomes available. Multi-contact requests.

Accounts may be routed through multi-contact requests at the Collection Manager's discretion based on account type, and other attributes.

## **Telephone Contact Strategies**

Within 48 hours of placement, ACT begins contacting debtors by telephone, in compliance with the FDCPA, TCPA, and all other relevant laws. Methods and frequency of contact are directed through workflows created by ACT's expert Collection Managers.

As appropriate and legally permitted, ACT calls debtors at their home residence, on known wireless telephones, or at their place of employment using numbers provided by Agencies or discovered through ACT's skip tracing efforts. Calls are always conducted in accordance with the FDCPA's prescribed calling times: 8:00 a.m. to 9:00 p.m. (debtor's local time). Repeat attempts are staggered—varying time of day and days of the week, as permitted by law—until the debtor is successfully reached.

ACT has acclimatized our telephone contact practices and technology to today's modern, wireless culture. ACT uses TCPA-compliant dialer technology provided by LiveVox to maximize positive contacts while remaining in full compliance with all applicable laws and client requirements. LiveVox's HCI technology has been proven in the court of law to comply with the TCPA for dialing wireless numbers.

## **Multilingual Staff**

More than one-third of ACT's collectors are fluent in a language in addition to English. While Spanish is the most represented, our collection staff can communicate with debtors in French, Tagalog, Hindi, Armenian, and other languages too. Non-English speaking debtors are transferred to a member of our team able to communicate in the debtor's preferred language. The ability to speak in a debtor's preferred language has an immediate impact on their service experience, which correlates to a higher degree of success when collecting a debt.

## **Consultative Collection Techniques**

Once a debtor is successfully contacted, ACT's top priority is to keep the conversation amicable and moving towards repayment. It takes the finesse of a skilled collector using ACT's signature consultative techniques to explain the status of the debt, state any consequences of continued delinquency, answer questions, and disarm common objections to keep the focus on repayment. ACT's collectors are trained negotiators able to advocate debtors' best interests as they work to resolve the debt within each debtor's financial means.

ACT passionately embraces the ethical responsibility of providing exceptional service to debtors as we assist them on their path toward financial wellbeing. This approach not only benefits debtors, but also upholds a positive reputation for the State of West Virginia—which is of paramount importance to us at ACT.

ACT conducts all telephone contact well within the professional standards of the FDCPA, all applicable state and federal laws, and any specific guidelines Agencies may have. In addition to these standards—which set a baseline of respectful interaction with debtors—our signature consultative methodology takes a step further with ACT's commitment to our own stringent code of ethical conduct.

**Simply put, what makes ACT's collection program so effective is our ability to collect debt by treating debtors in a genuinely kind and productive manner.**

ACT's proven consultative techniques are built upon a foundation of courteous interaction with debtors—lending an empathetic ear and offering real solutions. Treating debtors with respect earns trust and establishes a relationship that, in turn, enables our collectors to discuss the consequences of debt honestly and work cooperatively to determine the best repayment solution based on each debtor's financial situation.

### ***First Contact, First Impressions***

The first verbal contact is the most critical, as it forms the debtor's first impression of ACT and sets the tone for subsequent communications. As in any customer service transaction, debtors want to feel they are working with someone who is able to answer questions, make decisions, and complete the transaction quickly and painlessly.

Several key steps are performed during every first contact:

- Confirm the debtor's identity as legal holder of the debt;
- Identify self and ACT as a debt collector on behalf of the Agency;
- State the mini-Miranda;
- Ask permission to record the call;
- Explain the status of the debt;
- Listen to the debtor and gather information to successfully resolve the debt;
- Update contact information;
- Request payment in full; and
- If payment in full is refused, complete a financial statement.

Once the debtor's identity is confirmed and the collector states the required disclosures, they immediately engage the debtor in a constructive conversation using ACT's signature consultative manner. As ACT's front-line of communication, collectors provide a wealth of professional support and resources to satisfy debtors and resolve delinquencies through payment or administrative resolution. As such, every ACT collector is able to:

- Explain the origin and progression of a debt;
- Explore various repayment options;
- Identify possible assets and opportunities for payment;
- Negotiate reasonable, affordable payments; and
- Handle debtor disputes and complaints, escalating as needed.

### ***Perkins Cohort Handling***

Because ACT understands the importance of federal funding, we work hard to bring Perkins cohort accounts current and maintain a low default rate for our clients. Cohort accounts are flagged and targeted for immediate attention. ACT implements an expedited skip tracing and contact strategy to connect with cohort borrowers quickly to secure the necessary payment or forms, depending on the borrower's choice.

### ***Payment Negotiation***

ACT's collectors work with debtors firmly, but respectfully, to determine the best repayment option based on each debtor's ability to pay. While payment in full is always ACT's first request, it is not a realistic option for every debtor. It is important to negotiate the best possible payment

arrangement given the debtor's current financial circumstances. Ensuring we promote debtors' financial wellness is a major component of our consultative methodology—one that ensures our interaction with debtors reflects positively on the Agency.

Should an Agency have specific rules for accepting and setting up payment plans, those rules are incorporated into our collection program. Collectors receive training on specific payment or settlement requirements or restrictions. To reinforce compliance with set guidelines, ACT programs client parameters and system warnings into our Latitude collection system, so collectors are apprised of any permissions or restrictions as they work each account.

### ***Payment-in-Full***

Obtaining payment in full is always ACT's priority. This procedural requirement is ingrained throughout collector training, reflected in ACT's call modules, reinforced by collector incentives, and reviewed during quality assurance call monitoring.

### ***Installment Plans***

Helping debtors into reasonable and affordable payment plans is the heart of ACT's consultative collection strategy. When debtors cannot pay the balance in full, ACT's knowledgeable collectors help them complete a financial profile over the phone to assess the household's financial position and identify possible financial resources. Financial information may also be obtained through credit bureau scans performed by ACT. Together, the collector and debtor use this information to determine a payment arrangement that resolves the debt in the shortest time possible, without causing additional financial hardship. When feasible, a down payment is secured in addition to regular installment payments.

### ***Compromise Settlements***

ACT will never accept less than the full balance without first obtaining the Agency's written approval. Should a debtor request to settle his/her balance, a written summary of the offer will be submitted for consideration. Based upon the Agency's approval, rejection, or counter-offer we will then take the appropriate action.

## ***Federal Student Loan Repayment Programs***

Federal Perkins/NDSL, Health Profession, and Nursing loans are worked by collectors proficient in the unique payment options (rehabilitation and consolidation) and non-payment programs (deferment, forbearance, and cancellation) available to federal loan borrowers. Our federal loan collectors receive extensive, specialized training so they themselves fully understand the federal loan options and can fully explain the advantages and responsibilities under each of the different programs, determine eligibility, and help borrowers choose the resolution that best fits their personal financial situation.

### ***Student Loan Rehabilitation***

ACT coordinates with each university to define rehabilitation terms, manage written debtor agreements, and transfer rehabilitated loans upon program completion.

Our collectors provide clear explanations of all the benefits and responsibilities of rehabilitation and continue to provide attentive, helpful service every step of the way. ACT's specialized rehabilitation workflow focuses on educating debtors on program requirements and employs diligent payment monitoring to make sure payments meet the strict parameters. Any variances in payment triggers an alert, prompting the collector to follow-up and obtain an immediate payment to keep them in-line with program requirements. When the final qualifying payment is received, ACT returns the account to the university for continued servicing.

### **Student Loan Consolidation**

ACT's collectors are experts in the consolidation process and help debtors through each step—from determining all qualifying student loans using NSLDS to completing the online Federal Direct Consolidation Loan Application and Promissory Note. ACT's assistance expedites consolidation and dramatically improves the accuracy of submitted information to avoid delays.

Our Client Service Representatives are happy to verify accurate payoff balances when to complete the Loan Verification Certificate (LVC) and (with permission) can even complete LVCs on the university's behalf. When the new loan funds, ACT applies the payment and updates the account status to "Paid by Consolidation."

### **Accepted Payment Methods**

ACT works with a broad variety of debtor populations and offers payment options to satisfy a range of needs. ACT *never charges fees* for processing payments or for payments declined due to non-sufficient funds (NSF). We absorb these fees as part of our cost of business.

Payment Type	Method	ACT Fee
Automated Clearing House (ACH)	Phone, ACTEzPay.com, Mail	None
Debit/Credit Card	Phone, ACTEzPay.com, Mail	None
Check	Mail	None
Money Order	Mail	None
Western Union	Any Western Union Location	None

### **Web-Based Services for Debtors**

ACT's EZPay website provides debtors a convenient, 24/7 channel to access account information and make online payments. We respect the busy schedules and communication preferences of today's debtors. Many debtors resolve their delinquencies on their own, without the assistance of a collection agent. Our EZPay website fully addresses the need for immediate, web-based accessibility and are proud of offer a variety of convenient resources:

- View account balance and payment history,
- Pay online using checking information and debt/credit cards,
- Update contact information,
- Send ACT a secure email message, and
- Explore links to helpful debt management websites.

## ***Payment Monitoring***

Promises to pay and payment plans are monitored closely to ensure payments are received as expected and the account is successfully collected in full. ACT's collection system automatically alerts collectors when a payment falls through, queuing the account for immediate follow-up to keep payments on track. For longer arrangements, the collector periodically touches base with the debtor to revisit the terms of the agreements and make adjustments as needed. This degree of attention is a critical component of ACT's success with paid-in-full accounts.

## ***Daily Trigger Monitoring for Unresponsive Debtors***

ACT continues attempts to locate and contact unresponsive debtors until an account is queued for possible litigation, deemed uncollectible, or recalled by the client. Using Experian's daily Collection Triggers, ACT continuously monitors accounts for new contact and credit information. When a triggering event occurs (like when a debtor applies for a new credit card), Experian relays new information to ACT. Account records are automatically updated, renewing ACT's ability to contact the debtor and obtain payment.

## ***Account Close & Return***

Agencies have the right to recall accounts at any time. ACT will immediately suspend collection activity or return accounts upon request. No fees are charged for amounts returned uncollected.

Each Agency's closure instructions are built into ACT's account management work flow. The Latitude collection system monitors and automatically queues accounts for return based on set closure criteria. This is fully customizable and can include rules regarding nonpaying accounts and accounts affected by special statuses.

Before closing accounts from ACT's system, a Collection Manager conducts a final quality assurance review to identify pending payments or new promises to pay. Any requests for exception are relayed to the proper Agency official for consideration.

As needed, ACT will prepare a litigation referral form with all required information when returning a claim back to the referring State Agency.

## **Services for West Virginia Agencies**

Our success with contracts similar to those represented by the State of West Virginia empowers ACT with the distinct ability to customize collection programs to meet Agencies' specific needs.

### ***Easy Onboarding***

Given ACT's extensive previous experience with similar clients and portfolio types, we expect to be able to expedite the on-boarding process and begin working West Virginia State Agencies' accounts in as little as five (5) business days following contract award! Our "all hands-on deck" approach ensures new clients experience an easy and efficient transition. Our implementation timeline will be modified as needed to work around Agencies' availability and specific project requirements.

## ***Maintaining Separate Records for Each Agency***

ACT uses “client codes” to segregate, manage, track, monitor, and report collection activity independently for each distinct portfolio of accounts. We will create as many codes as needed to accommodate participating Agencies and their referred accounts.

## ***Flexible Account Placement Options***

We accept accounts using the method and format most convenient for each Agency. For educational accounts, we also coordinate with all major billing servicers.

ACT’s collection platform, Latitude, is compatible with virtually any file type. Several common types are **delimited text, fixed-length ASCII, XML, and Microsoft Excel** (or similar) files. Latitude’s Exchange mechanism allows ACT to create and store custom file maps to quickly import data files with perfect accuracy and generate export files matching client/vendor format and layout specifications. ACT will implement an account placement process based on each State Agency’s specific data transfer and file requirements.

### ***Electronic Data Transfer***

Electronic transmission methods include SFTP, encrypted email, CD, and USB. External communications containing sensitive information are encrypted using TLS, SSL, IPsec, SSH2 or other types of encryption. File exchanges are managed by a dedicated staff member who is responsible for maintaining file schedules, logging transmissions, and ensuring the success and quality of every transfer.

### ***File Upload via ACT’s Secure Website***

Agencies may securely transmit files directly from your computer to ACT using the upload feature on our client portal. The process is simple—just fill in your information, select the file you wish to send us, and click send. Your file will travel securely using HTTPS.

### ***Billing Servicer Placements***

**ACT has long-standing partnerships with all major billing servicers including ECSI, Campus Partners, Conduent, UAS, and UNISA.** ACT uses billing servicer websites to access to expedite the placement process. Accounts marked for placement are electronically uploaded into ACT’s collection system using an automated process to ensure account information is imported swiftly and accurately.

### ***Remittance of Collected Funds***

ACT supports either gross or net remittance, based on each Agency’s instruction. Every remittance is accompanied by either a statement (net remit) or invoice (gross remit) containing a list of debtor payment transactions included. Electronic copies of statements/invoices become available online one business day following the close of the client’s desired remittance period. ACT is able to process remittances monthly, semi-monthly, weekly, daily, and on-demand.

## Web-Based Client Services

ACT's Internet-based client portal, Web Access, offers West Virginia Agencies 24/7 self-service access to upload placement files, access real-time account records, and generate dynamic activity and statistical performance reports. A direct connection with ACT's collection platform enables Web Access to update live data in real-time, so the information you see online is up-to-the-minute accurate. The portal is accessible using your preferred web browser—no special software is required.

### Upload Placement Files

Quickly and securely send ACT placement files using the online batch upload feature of our web-based client portal. Placement batches in Excel (or similar) spreadsheet and CSV/TSV delimited file formats can be uploaded directly from your computer using the convenient file-browsing feature.

### View Individual Account Records

Using the Account Search, quickly locate any account record by debtor name, account ID, Social Security number, or telephone number. The Account Detail displays a complete record of the account including current status, breakdown of account balance, payment activity, updated contact information, and a history of collection efforts including collector notes.

The screenshot displays the Latitude Software interface. On the left, a navigation menu includes 'Reports' (Status, Account Placement, Invoices, Statements, Alerts, Cancellation, History) and a 'Search for Accounts' search box. A blue arrow points from the search box to the account details view.

#### Account

Our File Number: 123456      Our Status: PIF

Name/Address: DOE, JOHN, 123 MY STREET, CITY ST 55555      Original Balance: \$438.27, Date Rcvd: 5/29/2016, Amount Paid: (\$438.27), Current Balance: \$ 0.00

Phone Numbers:

Number	Type	Status
5557218320	Home	Good
5558290771	Home	Good
5559861103	LXPH2	Bad

Payments:

Date Paid	Amount	Type	Description	Amount Paid
6/24/2018	\$148.00	CRD		\$148.00
7/1/2018	\$148.00	CRD		\$148.00
7/8/2018	\$148.00	CRD		\$148.00

Notes:

- 5/31/2016 11:10:38 AM LETTR REQST Dunning letter NTC1: FIRST DUNNING LETTER requested
- 5/31/2016 04:02:33 PM SEND SEND Late/Next Batch Service date ordered on 05/31/2016. Current Balance = 438.27
- 5/31/2016 04:18:26 PM REC REC Late/Next Batch Service returned.
- 8/7/2016 07:54:04 AM MANUAL DIAL Manually dialed phone number: (555) 885-1103
- 6/7/2016 07:58:34 AM TR FC 1103-BWR'S SPOUSE VERIFIED INFORM/PTFR SD SHE WOULD SPEAK WITH HER HUSBAND ABOUT PYTS AND WILL CALL BACK TODAY TO SET UP PPA MINI MIRANDA G/EN- FIRST
- 8/7/2016 07:58:42 AM SC 701 DSK108
- 8/23/2016 08:01:10 AM +++++ LXPHT (555) 585-1103 for debtor(') Doe,

8/24/2016 11:49:23 AM LETTR REQST Dunning lower CCA01: Credit Card

7/1/2016 10:34:29 AM CCARD APP Credit \*\*\*\*\*9386 for \$148.00 payment accepted - Your request has been processed successfully. Latitude Batch ID is 5488

7/1/2016 10:38:58 AM +++++ Paid Us 148.00

7/1/2016 07:26:02 AM LETTR REQST Dunning lower CCA01: Credit Card Authorization requested

7/8/2016 11:04:26 AM CCARD APP Credit \*\*\*\*\*9386 for \$148.00 payment accepted - Your request has been processed successfully. Latitude Batch ID is 5593.

7/8/2016 11:05:07 AM +++++ Paid Us 148.00

7/9/2016 11:08:07 AM +++++ Status Changed from FCC to PIF

8/8/2016 09:32:53 AM +++++ Account recalled by client

Letter History:












Date	Letter Date	Description of Letter
5/31/2016	NTC1	FIRST DUNNING LETTER
6/23/2016	NTD	Notice for Infant To Deposit
8/23/2016	CCA01	Credit Card Authorization
8/24/2016	CCA01	Credit Card Authorization
7/1/2016	CCA01	Credit Card Authorization



## Run & Export Dynamic Reports

Dynamic reports allow clients to create custom queries for any time period desired—from a single day, week or month, up to the complete length of the contract. Online reports can be downloaded in Excel or PDF format, enabling your staff to perform custom sorting and filters, as well as easy data importation into other software systems.

The table below describes the reports available on our client portal. Screen shots begin on the following page.

Report		Description	Availability
Account Detail		Detailed individual debtor accounts including contact information, payment information, contact/activity histories and collector notes	Immediately available in real-time
Acknowledgment		Confirms receipt of accounts and accurate importation into ACT's system	Immediately available in real-time
Account Status		Lists accounts grouped by current status	Immediately available in real-time
Address		Updated debtor addresses and phone numbers	Immediately available in real-time
Cancellation		Canceled accounts including reason for closure and account balance information at the time of closure	Immediately available in real-time
Invoice		List of all debtor payments received during the remittance period <i>*Optional separate invoices are available for direct pays and NSF's</i>	Available the first business day following the close of the client's remittance period
Inventory		A comprehensive list of all accounts assigned to ACT	Immediately available in real-time
Batch Performance Report		Collection performance by assignment month	Immediately available in real-time
Gross Collection		Dollars collected by placement batch for the most recent 24 months	Immediately available in real-time
Recovery Percentages		Liquidation percentages by placement batch for the most recent 24 months	Immediately available in real-time
Summary Report		Graphical charts depicting placements, collections, and fees over time.	Immediately available in real-time

Account Control Technology, Inc.  
21700 Onward Street, Suite 1400  
Woodland Hills, CA 91367

ACT Acknowledgement Report Monday, March 17, 2014

TEST01	Account #	Original Amount	Current Amount	Total Paid	US Name	Date Placed	Loan Pk		
TEST01	000558019	10077150	MOUSE10	MICKEY	7/18/2013	2,305.94	154.77	00	588.77
TEST01	000558127	10077200	MOUSE10	MICKEY	7/18/2013	2,950.12	138.24	00	747.68
TEST01	000558237	10077150	MOUSE10	MICKEY	7/18/2013	001.12	00	00	24.74
TEST01	000558693	10077150	MOUSE10	MICKEY	7/18/2013	6,003.27	17.25	00	1,454.63
TEST01	000558219	10077170	MOUSE10	MICKEY	7/18/2013	1,459.74	15.48	00	387.34
TEST01	000558189	10077200	MOUSE10	MICKEY	7/18/2013	6,489.19	231.30	00	1,384.87
TEST01	000558058	10077210	MOUSE10	MICKEY	7/18/2013	7,032.86	84.17	00	1,741.87
TEST01	000558194	10077220	MOUSE10	MICKEY	7/18/2013	7,883.81	22.00	00	481.22
TEST01	000558234	10077130	MOUSE10	MICKEY	7/23/2013	2,217.78	32.11	00	561.02
TEST01	000558697	10077040	MOUSE10	MICKEY	7/23/2013	400.20	18.78	00	108.85
TEST01	000558684	10077030	MOUSE10	MICKEY	7/23/2013	433.37	14.81	00	92.04
TEST01	000558117	10077100	MOUSE10	MICKEY	7/23/2013	1,482.06	12	00	00
TEST01	000558478	10077070	MOUSE10	MICKEY	7/23/2013	4,851.14	11.34	00	1,154.10
TEST01	000558692	10077040	MOUSE10	MICKEY	7/23/2013	1,644.88	125.59	00	421.20
TEST01	000558459	10077030	MOUSE10	MICKEY	7/23/2013	2,834.71	162.81	00	714.01
TEST01	000558285	10077070	MOUSE10	MICKEY	7/23/2013	3,377.68	74.60	00	797.25

### Acknowledgment Report

The Acknowledgment Report provides confirmation of account assignments during the time period you specify, including:

- Client code
- Account number
- Social Security number
- Debtor Name
- Assignment date
- Breakdown of assigned balance
- Breakdown of payments received
- Breakdown of current balance
- Date of last payment
- Current status

Account Status TEST01 - TEST CLIENT

Status	Account #	Original Amount	Current Amount	Total Paid	US Name	Date Placed	Loan Pk
ACT	4439 Accounts	\$25,382,235.27	\$25,138,898.98	\$194,720.88			
ACT	386 Accounts	\$1,738,811.49	\$1,578,770.28	\$29,431.57			
ACT	29 Accounts	\$76,439.18	\$64,899.30	\$11,339.33			
ACT	173 Accounts	\$78,043.86	\$74,241.31	\$3,782.51			
ACT	7 Accounts	\$48,112.14	\$48,172.34	\$0.00			
ACT	11 Accounts	\$117,676.26	\$117,395.26	\$6.00			
ACT	4399 Accounts	\$42,283,487.75	\$42,136,444.86	\$1,020,147.93			
ACT	723 Accounts	\$29,240.21	\$27,135.36	\$2,104.85			
ACT	8 Accounts	\$2,807.14	\$2,901.14	\$0.00			
ACT	73 Accounts	\$29,536.28	\$29,546.20	\$8.00			
ACT	7 Accounts	\$3,896.71	\$3,436.20	\$500.00			
ACT	1668 Accounts	\$4,784,751.74	\$3,996,981	\$1,000,000.29			
ACT	630 Accounts	\$3,986,088.34	\$6,552.61	\$4,811,473.76			
ACT	68 Accounts	\$11,541.33	\$48,813.11	\$264.81			
ACT	2 Accounts	\$99,869.24	\$99,869.24	\$0.00			
ACT	1 Accounts	\$2,319.02	\$2,434.00	\$0.00			
ACT	13 Accounts	\$27,304.62	\$55,742.61	\$935.57			
ACT	1 Accounts	\$14,541.40	\$11,896.91	\$1,896.22			

### Account Status Summary

The Account Status Summary totals all accounts by current status, including:

- Total original balance
- Total current balance
- Total paid

ACT	Account #	Original Amount	Current Amount	Total Paid	US Name	Date Placed	Loan Pk
ACT	000547823	\$2,829.37	\$1,536.57	\$0.00	2532973 MickeyMouse20	03/29/2011	
ACT	000547824	\$1,315.58	\$1,315.58	\$0.00	2534905 MickeyMouse20	02/28/2011	
ACT	000547825	\$4,812.50	\$4,812.50	\$0.00	2534945 MickeyMouse25	02/28/2011	
ACT	000547818	\$5,593.80	\$5,802.99	\$0.00	2534921 MickeyMouse21	02/28/2011	
ACT	000547817	\$4,812.50	\$4,812.50	\$0.00	2534917 MickeyMouse27	03/28/2011	
ACT	000547809	\$7,244.40	\$7,261.82	\$28.72	2534294 MickeyMouse24	03/29/2011	06/13/2013
ACT	000547808	\$2,819.86	\$1,889.20	\$754.05	2534315 MickeyMouse25	03/29/2011	03/15/2013
ACT	000547822	\$1,709.21	\$1,888.07	\$88.08	2534668 MickeyMouse28	03/29/2011	12/17/2013
ACT	000590734	\$5,158.24	\$4,987.15	\$813.84	2534930 MickeyMouse20	02/29/2011	02/22/2013
ACT	000528606	\$3,050.97	\$3,000.97	\$288.02	2534943 MickeyMouse23	03/29/2011	10/23/2013
ACT	000528601	\$4,804.51	\$4,804.51	\$496.32	2534999 MickeyMouse29	03/29/2011	10/02/2013
ACT	000528643	\$5,781.85	\$5,781.85	\$727.28	2535218 MickeyMouse28	03/29/2011	10/02/2013
ACT	000528644	\$1,412.72	\$1,412.72	\$181.39	2535254 MickeyMouse24	03/29/2011	10/03/2013
ACT	000528645	\$2,244.70	\$2,244.70	\$287.19	2535885 MickeyMouse25	03/29/2011	10/03/2013
ACT	000528796	\$2,111.22	\$148.33	\$1,675.14	2535940 MickeyMouse20	03/29/2011	10/22/2013
ACT	000598289	\$1,713.61	\$1,431.89	\$326.82	2536403 MickeyMouse23	03/29/2011	02/28/2012
ACT	000598930	\$2,332.14	\$1,948.73	\$840.88	2536639 MickeyMouse29	03/29/2011	02/23/2012
ACT	000575318	\$11,613.47	\$2,463.23	\$8,478.83	2536881 MickeyMouse21	03/29/2011	11/04/2013
ACT	000582804	\$7,958.30	\$2,292.33	\$478.47	2588738 MickeyMouse28	04/19/2011	05/29/2013
ACT	000584230	\$2,896.48	\$3,273.34	\$489.70	2611020 MickeyMouse20	05/03/2011	08/17/2013
ACT	000528932	\$3,532.11	\$3,058.87	\$1,243.09	2611394 MickeyMouse24	05/03/2011	05/29/2013
ACT	000579432	\$3,876.88	\$3,761.91	\$1,078.82	2613795 MickeyMouse25	06/03/2011	03/28/2013
ACT	000527708	\$2,190.23	\$485.12	\$1,925.20	2612771 MickeyMouse21	07/03/2011	01/17/2013
ACT	000582210	\$1,793.12	\$2,285.22	\$939.30	2613843 MickeyMouse23	05/03/2011	11/20/2013

### Account Status Detail

The Account Status Report displays all accounts grouped by current status, including:

- Your account number
- Balance placed (original)
- Current balance
- Total paid on account
- ACT's account number
- Name
- Assignment date
- Date of last payment

Account Control Technology, Inc.  
21705 Conrad Street, Suite 1401  
Woodward, CA 95137

Address Report  
Monday, March 17, 2014

TESTID	Client Name	Address	City	State	Zip	Phone	Cell Phone	Year of Birth
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	IL	77000123	20140123		19910101
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	GA	30000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	MD	21000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	NY	45000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	CA	95000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	TX	75000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	FL	33000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	VA	22000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	NC	27000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	SC	29000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	LA	70000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	MS	39000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	AL	36000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	AR	72000123	20140123		
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	OK	73000123	20140123		

### Address Report

The Address Change Report lists accounts for which either the address or phone number has been updated during the specified date range. Information provided includes:

- Name
- Account number
- New address
- New phone number(s)
- Date of change

Account Control Technology, Inc.  
P.O. Box 8012 | (877) 403-7770  
Carroll Park, CA 95109 | AccountControl.com

ACT Cancellation Report  
Monday, March 17, 2014

TESTID	Client Name	Address	City	State	Zip	Phone	Cell Phone	Year of Birth	Assignment Date	Reason for Closure	Date of Last Payment	Closure Status
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	IL	77000123	20140123		19910101	01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	GA	30000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	MD	21000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	NY	45000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	CA	95000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	TX	75000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	FL	33000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	VA	22000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	NC	27000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	SC	29000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	LA	70000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	MS	39000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	AL	36000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	AR	72000123	20140123			01/01/2013	Client Request	02/15/2013	Closed
TEST01	McKeyMoove01	10000000000000000000	McKeyMoove	OK	73000123	20140123			01/01/2013	Client Request	02/15/2013	Closed

### Cancellation Report

The Cancellation Report lists all accounts closed from ACT's system during the specified date range, including:

- Name
- Account number
- Social Security number
- Assignment date
- Breakdown of assigned balance
- Breakdown of current balance
- Total amount paid
- Date & reason for closure
- Date of last payment
- Closure status

Account Control Technology, Inc.  
P.O. Box 8012 | (877) 403-7770  
Carroll Park, CA 95109 | AccountControl.com

Invoice Summary  
TEST CLIENT  
01/02/2013

Invoice ID	Date	Paid Am	Final Yrs	Total	Fees	Dist. Am	Dist. Wtd
13099	01/02/2013	\$2,820.24	\$0.00	\$2,820.24	\$285.03	\$285.03	\$2,820.24
10102	01/02/2013	\$3,623.06	\$0.00	\$3,623.06	\$363.31	\$363.31	\$3,623.06
10105	01/04/2013	\$3,314.03	\$04.23	\$3,318.26	\$331.82	\$331.82	\$3,314.03
10110	01/05/2013	\$2,291.52	\$17,863.65	\$20,097.40	\$202.35	\$202.35	\$2,291.52
10112	01/08/2013	\$2,522.16	\$0.00	\$2,522.16	\$252.22	\$252.22	\$2,522.16
10122	01/09/2013	\$2,325.07	\$152.10	\$2,497.17	\$249.72	\$249.72	\$2,325.07
10125	01/10/2013	\$1,209.79	\$78,927.24	\$80,135.94	\$8,019.79	\$8,019.79	\$1,209.79
10126	01/11/2013	\$1,174.02	\$0.00	\$1,174.02	\$117.40	\$117.40	\$1,174.02
10129	01/14/2013	\$3,370.29	\$0.00	\$3,370.29	\$337.03	\$337.03	\$3,370.29
10133	01/15/2013	\$4,712.40	\$94.88	\$4,807.28	\$477.73	\$477.73	\$4,712.40
10138	01/16/2013	\$4,041.16	\$46,999.10	\$51,040.26	\$5,040.26	\$5,040.26	\$4,041.16
10144	01/17/2013	\$2,552.56	\$0.00	\$2,552.56	\$255.26	\$255.26	\$2,552.56
10145	01/18/2013	\$4,157.00	\$0.00	\$4,157.00	\$415.70	\$415.70	\$4,157.00

### Invoice Summary

The Invoice Summary Report provides a list of all completed invoices with summarized totals, including:

- Invoice ID
- Invoice Date
- Amount Paid
- Fees
- Amount Due ACT
- Amount Due You

Click an Invoice ID to see the corresponding Invoice Detail.

Account Control Technology, Inc.  
 P.O. Box 8212 | (877) 403-7270  
 Canoga Park, CA 91369 | AccountControl.com

**Invoice Detail**  
 Invoice ID=10099  
 TEST CLIENT

Trans Type	Account	Name	Date Paid	Acct	Pay	Orig Pmt	Current Balance	Orig Method	Comments
	000137811	MidwayHouse27	01/02/2013	(\$91.38)	68.09	943.47	\$0.00	ACH DEBIT	0007
	000137821	MidwayHouse28	01/02/2013	\$79.48	\$2.98	\$24.83	\$0.00	ACH DEBIT	0007
	010012203	MidwayHouse25	01/02/2013	\$20.49	20.99	\$35.53	\$0.00	ACH DEBIT	0003
	010112209	MidwayHouse30	01/02/2013	\$61.52	12.66	\$55.27	\$0.00	ACH DEBIT	0002
	075642932	MidwayHouse31	01/02/2013	\$12.00	14.50	\$53.08	\$043.27	ACH DEBIT	0003
	000531932	MidwayHouse24	01/02/2013	\$21.24	\$5.27	\$55.72	\$8,159.59	Credit Card	
	000531935	MidwayHouse25	01/02/2013	\$16.54	\$4.64	\$41.89	\$2,994.81	Credit Card	
	000531936	MidwayHouse22	01/02/2013	\$45.22	\$4.61	\$61.59	\$5,983.80	Credit Card	
	000077731	MidwayHouse24	01/02/2013	\$4.22	03.42	\$9.13	\$0.00	Credit Card	

### Invoice Detail

The Invoice Detail Report itemizes individual debtor payments included on a particular completed Invoice, including:

- Account number
- Name
- Date Paid
- Commission Fee
- Amount Due You
- Payment Method

Account Control Technology, Inc.  
 1100 Donald Drive, Suite 100  
 Westlake, CA 91391

**ACT Inventory Report**  
 Report Month: 2013

Account #	Account Name	Assignment Date	Current Balance	Original Balance	Original Method	Current Method	Original Fee	Current Fee	Original Status	Current Status	Phone #	Address
YB0701	MidwayHouse31	01/02/2013	\$55.27	\$55.27	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0702	MidwayHouse30	01/02/2013	\$55.27	\$55.27	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0703	MidwayHouse29	01/02/2013	\$24.83	\$24.83	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0704	MidwayHouse28	01/02/2013	\$2.98	\$2.98	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0705	MidwayHouse27	01/02/2013	\$68.09	\$68.09	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0706	MidwayHouse26	01/02/2013	\$79.48	\$79.48	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0707	MidwayHouse25	01/02/2013	\$20.49	\$20.49	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0708	MidwayHouse24	01/02/2013	\$21.24	\$21.24	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0709	MidwayHouse23	01/02/2013	\$16.54	\$16.54	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0710	MidwayHouse22	01/02/2013	\$45.22	\$45.22	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0711	MidwayHouse21	01/02/2013	\$4.22	\$4.22	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0712	MidwayHouse20	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0713	MidwayHouse19	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0714	MidwayHouse18	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0715	MidwayHouse17	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0716	MidwayHouse16	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0717	MidwayHouse15	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0718	MidwayHouse14	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0719	MidwayHouse13	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0720	MidwayHouse12	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0721	MidwayHouse11	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0722	MidwayHouse10	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0723	MidwayHouse9	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0724	MidwayHouse8	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0725	MidwayHouse7	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0726	MidwayHouse6	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0727	MidwayHouse5	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0728	MidwayHouse4	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0729	MidwayHouse3	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0730	MidwayHouse2	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0731	MidwayHouse1	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		
YB0732	MidwayHouse0	01/02/2013	\$0.00	\$0.00	ACH DEBIT	ACH DEBIT	\$0.00	\$0.00	Open	Open		

### Inventory Report

The Inventory Report is a complete list of all accounts (open and closed) placed during the specified date range, including:

- Debtor name
- ACT account number
- Your account number
- Social Security number
- Assignment date
- Breakdown of assigned balance
- Breakdown of current balance
- Total paid on the account
- Close date and reason
- Date of last payment
- Current status
- Phone numbers

**Batch Performance by Placement Month**

Placement Month	# of Accts	Placement Total	Total Collections	Total Fees	Total Liquidation
January 2013	6817	\$63,557,226.20	\$64,856,213.63	\$6,487,638.40	102.64
February 2013	7174	\$62,175,641.13	\$59,722,811.19	\$7,067,053.78	96.05
March 2013	8306	\$75,156,688.60	\$55,932,905.29	\$7,598,108.08	74.42
April 2013	5568	\$47,313,325.64	\$21,295,557.19	\$9,294,181.49	45.01
May 2013	8079	\$54,324,125.93	\$28,219,426.40	\$3,803,177.15	37.34
June 2013	7092	\$51,208,370.25	\$22,189,343.32	\$2,936,028.38	43.29
July 2013	7858	\$56,342,658.12	\$12,892,733.13	\$1,895,446.98	22.88
August 2013	6366	\$39,872,579.94	\$15,524,574.19	\$1,935,866.58	39.59
September 2013	6900	\$37,258,684.76	\$14,741,878.01	\$1,784,543.15	44.92
October 2013	6483	\$38,200,362.32	\$5,817,903.00	\$781,422.06	15.23
November 2013	1463	\$32,118,211.93	\$1,289,301.87	\$202,313.61	7.69
December 2013	4290	\$32,646,551.95	\$418,531.03	\$66,340.72	1.29
	78204	\$138,201,586.75	\$256,347,082.89	\$36,647,782.75	34.11

### Batch Performance Report

The Batch Performance Report summarizes collection performance by assignment month including:

- Number of accounts placed
- Dollar value of placed accounts
- Total collections
- Total fees
- Total liquidation percentage

Collection: StarStep [Gross Collections]

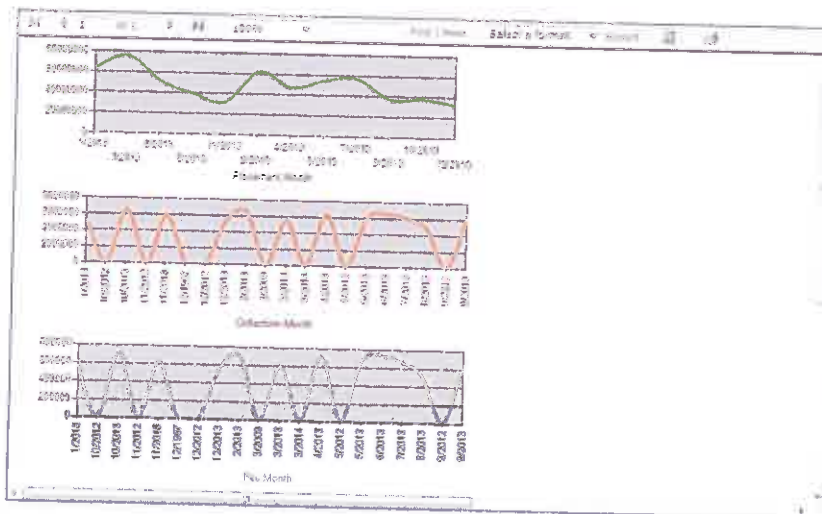
Placement Batch	Planned Total	Total Collections	Percent Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Oct-2010	\$16,321.74	\$17,454.59	\$200.00	0.00	0.00	0.00	\$362.37	0.00	0.00	0.00	0.00
Nov-2010	\$5,952,410.20	\$6,469,491.16	0.09	\$562.00	\$489.74	\$2,323.00	\$1,229.00	\$1,122.00	\$1,584.00	\$2,565.00	\$1,791.00
Dec-2010	\$9,323,214.70	\$8,562,644.00	0.00	\$243.37	\$153.30	\$1,113.00	\$1,275.57	\$2,150.00	\$1,760.00	\$1,970.00	\$1,240.00
Jan-2011	\$2,446,895.00	\$3,246.89	\$67.50	\$62.00	\$467.28	\$766.00	\$924.00	\$624.00	\$1,280.00	\$944.00	\$1,071.00
Feb-2011	\$5,701,200.00	\$3,382.00	\$75.26	\$207.00	\$5,359.00	\$151.00	\$1,591.37	\$1,789.40	\$7,330.00	\$2,915.14	\$4,270.00
Mar-2011	\$1,528,760.00	\$9,348.00	\$160.00	\$306.00	\$871.00	\$371.00	\$481.00	\$1,071.00	\$913.00	\$1,412.00	\$714.00
Apr-2011	\$1,545,550.00	\$15,079.00	\$713.00	\$447.12	\$372.20	\$437.00	\$523.00	\$1,467.00	\$2,000.00	\$1,081.00	\$2,054.00
May-2011	\$6,287,775.12	\$20,651.67	\$328.00	\$675.00	\$7,864.00	\$8,457.11	\$2,856.00	\$4,366.00	\$4,366.00	\$2,056.00	\$3,218.15
Jun-2011	\$29,811,839.14	\$28,278.40	\$5,813.00	\$7,895.72	\$10,887.15	\$17,881.00	\$14,889.28	\$22,194.34	\$27,880.49	\$21,793.50	\$1,000.00
Jul-2011	\$7,677,579.04	\$123,378.04	\$1,159.40	\$1,190.00	\$4,825.00	\$3,254.40	\$18,688.00	\$18,688.00	\$15,194.00	\$18,237.41	\$1,000.00
Aug-2011	\$7,728,644.74	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Sep-2011	\$50,211,552.22	\$10,104.00	\$4,085.00	\$21,818.00	\$23,860.00	\$70,175.00	\$78,631.17	\$1,000.00	\$4,889.40	\$400.00	\$1,000.00
Oct-2011	\$21,111,211.00	\$14,104.00	\$320.00	\$7,231.22	\$4,648.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Nov-2011	\$12,146,914.71	\$11,735.13	\$1,000.00	\$6,040.00	\$3,412.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

**Gross Collection Report**  
Provides gross collection information by placement batch for the most recent 24 months.

Collection: StarStep [Recovery Percentages]

Placement Batch	Planned Total	Total Collections	Percent Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Oct-2010	\$16,321.74	0.32	0.01	0	0	0	0.01	0	0	0	0
Nov-2010	\$5,952,410.20	0.32	0	0.01	0.01	0.04	0.01	0.01	0.01	0.01	0.01
Dec-2010	\$9,323,214.70	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jan-2011	\$2,446,895.00	0.21	0.00	0.00	0.00	0.01	0.01	0.01	0.01	0.01	0.01
Feb-2011	\$5,701,200.00	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mar-2011	\$1,528,760.00	0.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Apr-2011	\$1,545,550.00	0.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May-2011	\$1,528,760.00	0.46	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Jun-2011	\$6,287,775.12	0.78	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Jul-2011	\$7,677,579.04	0.71	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Aug-2011	\$7,728,644.74	0.40	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Sep-2011	\$50,211,552.22	0.34	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Oct-2011	\$21,111,211.00	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nov-2011	\$12,146,914.71	0.34	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01

**Recovery Percentages**  
Batch liquidation percentages by placement month batch for the most recent 24 months.



**Summary Report**  
The Summary Report is a graphical representation of assignments, collections and fees for the specified date range.



Account Control Technology, Inc.

## TAB 2

---

## Pricing

Vendor must complete this schedule, for items being bid. The fee structure submitted to the State of West Virginia is as follows:

Agency	Type of Account	% of Amount Collected*
1. Colleges and Universities	Per Debt	16.00%
2. Worker's Compensation	Default Account	10.00%
3. WV Department of Tax and Revenue	New Accounts	10.00%
4. WV Department of Tax and Revenue	Levy Account - Where our employee is instrumental in the preperation of the levies.	6.00%
5. Division of Environmental Protection	Per Debt	10.00%
6. Other Spending Units	Per Debt	10.00%
7. Rate of Second Placement	Per Debt	20.00%
8. Rate of Second Placement	Colleges	20.00%

\* Rates bid shall be all inclusive and shall include all expenses to be incurred in connection with the services performed. (see Specifications 5.2)

**Bidder Contact Info**

**Vendor:** Account Control Technology, Inc.

**Bidder Name (Print):** Account Control Technology, Inc.

**Contact Name (Print):** Lynn Heineman, SVP Sales & Marketing

**Phone:** (716) 480-3391

**Fax:** (818) 712-4979

**E-mail:** lheineman@accountcontrol.com

**Bidder Signatue:**



Account Control Technology, Inc.

## TAB 3

---

# Required Documents



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 05, 2018 due by 4:00pm EST

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Mark.A.Atkins@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: DEBT19  
BUYER: Mark Atkins, File #42  
SOLICITATION NO.: CRFQ 0212 SWC1900000006  
BID OPENING DATE: 11/15/2018  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time: November 15, 2018 at 1:30pm EST**

**Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130**

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Lynn Heineman, SVP Sales & Marketing  
(Name, Title)  
Lynn Heineman, SVP Sales & Marketing  
(Printed Name and Title)  
21700 Oxnard Street, Suite 1400, Woodland Hills, CA 91367  
(Address)  
(716) 480-3391 / (818) 712-4979  
(Phone Number) / (Fax Number)  
lheineman@accountcontrol.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Account Control Technology, Inc.  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Lynn Heineman, SVP Sales & Marketing  
(Printed Name and Title of Authorized Representative)

11/9/18  
(Date)

(716) 480-3391 / (818) 712-4979  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is requesting bids for a statewide, open-end Contract for Debt Collection for all West Virginia State Agencies and political subdivisions.

West Virginia State Code §14-1-18A empowers the Secretary of the Department of Administration to collect, or cause to be collected, debts and claims due to the State of West Virginia and/or its spending units. Any changes made in the law will be communicated to the successful vendor(s) by the Purchasing Division of the Department of Administration and made a part of the contract. All collections must be in accordance with West Virginia State Code Chapter 46A The West Virginia Consumer Credit and Protection Act, and Chapter 46A-2-122-129 (attached as **Exhibit\_A**); along with any Federal law that may preempt the West Virginia Consumer Credit and Protection Act.

The current contract (DEBT15) expires 12/31/2018 and will not be renewed. The current contract may be viewed using the following link:

<http://www.state.wv.us/admin/purchase/swc/DEBT.htm>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“Contract Services”** means debt collection services for New Placements, Primary and Secondary as specified below. Current placements will be permitted to run their course.
- 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this CRFQ or attached hereto as **Exhibit\_C**.
- 2.3 **“CRFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ 0212 SWC1900000006.
- 2.4 **“Primary Placement”** is an account that has never been placed with another collection company or collection attorney.
- 2.5 **“Second Placement”** is an account that another collection company or collection attorney has previously tried to collect and failed.

1. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services

---

- 1.1. The collection agency must be a full-service agency and have the ability to handle several classifications of accounts including but not limited to educational, medical, and any other account that may be assigned. This is a statewide contract and is available to State agencies, spending units, and political subdivisions.

Twenty-two (22) state spending units have indicated to the Purchasing Division that they anticipate the utilization of collection services. Other State Agencies may elect to use the collection services provided by the successful bidders.

The spending units indicating usage are –

- 1.1.1. Marshall University – Huntington, WV
- 1.1.2. West Virginia State University – Institute, WV
- 1.1.3. Shepherd College – Shepherdstown, WV
- 1.1.4. West Liberty State College – West Liberty, WV
- 1.1.5. Bluefield State College – Bluefield, WV
- 1.1.6. Glenville State College – Glenville, WV
- 1.1.7. Concord College – Athens, WV
- 1.1.8. West Virginia Northern Community College – Wheeling, WV
- 1.1.9. West Virginia Graduate College – Institute, WV
- 1.1.10. Potomac State College – Keyser, WV
- 1.1.11. WV University Institute of Technology – Montgomery, WV
- 1.1.12. WV School of Osteopathic Medicine – Lewisburg, WV
- 1.1.13. West Virginia University – Morgantown, WV
- 1.1.14. Fairmont State College – Fairmont, WV
- 1.1.15. Southern West Virginia Community College – Logan, WV
- 1.1.16. West Virginia Division of Highways – Charleston, WV
- 1.1.17. West Virginia Department of Transportation – Charleston, WV
- 1.1.18. West Virginia Dept. of Health and Human Resources –  
Charleston, WV
- 1.1.19. West Virginia Dept. of Tax and Revenue – Charleston, WV
- 1.1.20. Barboursville Veterans Home – Barboursville, WV
- 1.1.21. WV Workers' Compensation – Charleston, WV
- 1.1.22. WV Division of Environmental Protection – Charleston, WV

- 1.2. **Out-of-State Collection Agencies:** Out-of-state collection agencies without an office in the State of West Virginia are restricted to contacting residents of this State for the collection of debts by letters and telephone calls. Prior to award the successful bidder is required to designate to the Tax Commissioner a resident agent (name, address and phone number) upon whom notices, orders or other communications may be served and upon whom process may be served. West Virginia Secretary of State may be designated as the resident

REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services

---

agent for service process pursuant to West Virginia State Code §56-3-33 attached as Exhibit B.

**2. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1** Vendor must attempt to collect debts on behalf of the State of West Virginia and/or its spending units.

**4.1.2** The Department of Administration reserves the right to request an examination or audit of any or all records relating to matters covered by this contract. All records must be kept a minimum of six (6) years by the vendor.

**4.1.3** In accordance with national direct student loan guidelines, all fees charged against student loan accounts will apply only to the original principal and interest owed by the debtor, excluding any added collection costs.

**4.1.4 Placements: (Both Primary Placement and Secondary Placement)**

**4.1.4.1** The vendor(s) must have the ability to handle several account classifications of accounts separately, in order to provide the spending unit with information on the collection performance for each class of accounts.

**4.1.4.2** By West Virginia State law, a spending unit must attempt to collect a claim for three (3) months before a claim can be placed with a collection agency.

**4.1.4.3** Upon Placement of an account with a collection agency, the spending unit will forward a letter of transmittal to the collection agency in its designated area. These transmittals will contain the following –

**4.1.4.3.1** Type of Account and description of service

**4.1.4.3.2** Name of whom the claim is made against

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services**

---

- 4.1.4.3.3** Address, including zip code
- 4.1.4.3.4** Balance Due
- 4.1.4.3.5** Date of Service or age of account
- 4.1.4.3.6** Telephone number (Optional if available)
- 4.1.4.3.7** Previous collection reports received on individual accounts when available
- 4.1.4.3.8** Any other information deemed important by the spending unit.

**4.1.4.4** The collection agency will have a minimum of 180 calendar days to attempt to collect debts. Upon expiration of 180 calendar days, the collection agency will transfer all uncollected debts back to the originating spending unit. Collection agencies are not required to transfers accounts back to the spending unit on which payments are still being received at the end of the 180 day period or that are in dispute or nearing settlement, however all accounts not paid in full at the end of two (2) years, inclusive of the 180 day period, will be referred back to the originating spending unit unless exempted by the Secretary of Administration. When returning a claim, the collection agency must submit a completed litigation referral form.

**4.1.4.5** The vendor will implement collection procedures and attempt to achieve maximum recovery from debtors. These procedures will include:

- 4.1.4.5.1** Minimum of two (2) monthly telephone calls and one (1) monthly letter.
- 4.1.4.5.2** Direct mailing efforts and skip tracing procedures when the address is identified as undeliverable by the post office.

#### **4.1.5 Payments and Reporting**

**4.1.5.1** The collection agency will forward all payments collected during any month by the 15<sup>th</sup> day of the following month to the originating spending unit accompanied by the report specified below. The



**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services**

---

collection effort will continue until an account is paid in full, except as otherwise restricted, until the spending unit desires collection efforts to be terminated, or until the 180 period has lapsed.

**4.1.5.2** The collection agency must send a completed report to the spending unit on or before the 15<sup>th</sup> of every month for the preceding month, whether or not any payments were received.

**4.1.5.3** The following information must be included in each report by debtor in alphabetical order, by debtors' surname:

**4.1.5.3.1** Debtor's name(s) and social security number(s) or other identification number(s) as agreed upon by the spending unit and collection agency.

**4.1.5.3.2** Placement date of accounts

**4.1.5.3.3** Beginning amount to collect, additional amount authorized for collection, amounts previously collected, amounts collected for current month, total collections to date, and balance owed.

**4.1.5.3.4** Amount(s) forwarded to spending unit and balance due to spending unit.

**4.1.5.3.5** Fees assessed, amount collected and balance due

**4.1.5.3.6** Reason for returned or closed accounts (if applicable)

**4.1.5.3.7** Remarks

**4.1.5.3.8** Percent of dollar amounts collected to date

**4.1.5.3.9** All collection agencies shall have the capacity to add accrued interest to applicable accounts on a monthly basis, this shall be included in the report

**4.1.6** **Litigation** – Accounts that have not been collected by the collection agencies may be referred to the Attorney General's Office for litigation. When returning a claim to the referring state spending unit, the collection agency must submit a completed litigation referral form which must contain all information requested.

REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services

---

**4.1.7 HIPPA** - Any Collection Agency doing business with any State Agency that is bound by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) must sign the attached agreement and return prior to award of bid (see **Exhibit\_D**).

**3. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. If it is in the best interest of the State, the contract will be a progressive award. The Contract award may be limited to the four (4) lowest bidders meeting the specifications per line item. Award will be made for low bid percentage to high percentage and usage will be in the same manner, per line item. Under this scenario, it will be possible for a Vendor to be awarded a Contract for only a portion of the line items they bid. If the lowest vendor awarded for a line item cannot provide the needs for the Facility at the requested time, the second lowest vendor awarded for the same line item will be contacted. Each vendor will be allowed 48 hours after notification for service to determine if they will be able to meet our needs. If they cannot meet the need, the vendor must notify the agency immediately in written form (letter or email) that they cannot supply the required service.

**5.2 Pricing Page:** Vendor must complete the **Exhibit\_C** Pricing Page and submit with their bid. Online responses (electronic in wvOasis) is prohibited. The fees stated in the cost proposal must be wholly contingent on collection. Cost proposals must be bid in the form of percentage rates, as a percentage of collections. Price shall be a straight overall percentage. The quoted fees in the bid proposal shall be all inclusive and shall include all expenses to be incurred in connection with the services to be performed.

Vendor should complete the **Exhibit\_C** Pricing Page for each commodity line item they wish to provide. Vendor may bid any or all commodity line items to be considered for an award for that line item.

Vendor should type or electronically enter the information into the **Exhibit\_C** Pricing Page to prevent errors in the evaluation and must submit with their bid.

**4. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end

REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services

---

contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

5. **PAYMENT:** Upon payment to the spending unit of all sums collected on behalf of the spending unit by the collection agency, the collection agency will invoice the spending unit for the fee assessed. Compensation will be paid only if the debtor pays all or a portion of the account due. The collection agency is prohibited from retaining its fee from the amount collected on behalf of the State. Furthermore, fees assessed by the collection agency for collecting a claim shall never exceed the fee specified in the purchase order issued by the Purchasing Division of the Department of Administration, or the amount specified by law. Agency shall pay for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. In the event an account currently held by the vendor contacts a debtor and the debtor pays the agency directly (direct pay), the agency will notify the vendor of the direct pay payment and will pay the vendor the agreed upon fee for the account.
6. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
7. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000006  
Debt Collection Services

---

**8. VENDOR DEFAULT:**

**8.1.** The following shall be considered a vendor default under this Contract.

**8.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**8.1.2.** Failure to comply with other specifications and requirements contained herein.

**8.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**8.1.4.** Failure to remedy deficient performance upon request.

**8.2.** The following remedies shall be available to Agency upon default.

**8.2.1.** Immediate cancellation of the Contract.

**8.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**8.2.3.** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Lynn Heineman  
**Telephone Number:** (716) 480-3391  
**Fax Number:** (818) 712-4979  
**Email Address:** lheineman@accountcontrol.com

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Account Control Technology, Inc. Address: 21700 Oxnard Street, Suite 140  
Woodland Hills, CA 91367

Name of Authorized Agent: Lynn Heineman Address: Same as Above

Contract Number: DEBT19 Contract Description: Debt Collection Services

Governmental agency awarding contract: Department of Administration

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Account Control Technology Holdings, Inc. - 100% Ownership

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Lynn Heineman

Date Signed: 11/9/18

**Notary Verification**

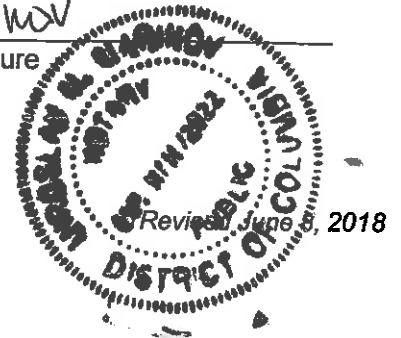
Subscribed and sworn to before me on this 9th day of November, 2018, at District of Columbia, SS, County of SS.

I, Lynn Heineman, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9th day of November, 2018.

Wendy Carmon  
Notary Public's Signature

**to be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Account Control Technology, Inc.

Authorized Signature: Lynn Schreeman Date: 11/9/18

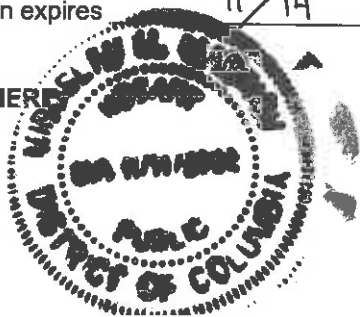
State of District of

County of Columbia:SS, to-wit:

Taken, subscribed, and sworn to before me this 9th day of November, 2018.

My Commission expires 11/14, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).



- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### **4. Addendum Administration.**

- a. Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: Account Control Technology, Inc.

Signature: \_\_\_\_\_

Signature: *Lynn Huneman*

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

Title: SVP, Sales & Marketing

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

Date: 11/9/18

Form - WVBA-012004  
Amended 08.26.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF Jan 20 18  
*Patrick Morrissey*  
BY *Patrick Morrissey*  
Attorney General

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Account Control Technology, Inc.

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

### All possible Personal Health Information.

- Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC1900000006**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Account Control Technology, Inc.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

11/9/18

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.