

ICR

Immediate Credit Recovery, Inc.

A receivables management company

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PURCHASING DIVISION
STATE OF WV

Proposal for Collection Agency Services
September 8, 2010
Request for Information

Prepared for:

**The State of West Virginia
And Its Spending Units**

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Transmittal Letter

September 8, 2010

Jo Ann Adkins
Department Of Administration
Purchasing Division, BLDG 15
2019 Washington Street, East
Charleston, WV 25305

The State Of West Virginia
and/or its Spending Units
Collection Agency Services
Request for Information: DEBT10
Due date: September 8, 2010

Dear Ms. Adkins:

Immediate Credit Recovery Inc. (ICR) appreciates the opportunity to respond to The State of West Virginia and/or its Spending Units Request for Information for Collection Agency Services. We understand your business and have a wealth of detailed student loan and receivables knowledge as well as medical, commercial, tax and other miscellaneous receivables. We take care to remain current with new and proposed legislation and operational changes in student loan and state and federal guaranteed loan programs as well as student receivables debt. ICR has the specialized *leadership, technology, and experience* to continue to provide The State of West Virginia and/or its Spending Units with a turnkey student loan and other receivables collection programs.

Our leadership team is a perfect blend of business knowledge and hands-on entrepreneurship. I personally serve on the New York State Board of Directors of American Collector's Association, serving as the state's Immediate Past President, on the National Board of ACA International, and I am also on the Committee of 100, a think tank of national leaders that meet regularly to analyze and strategize on the issues affecting the collection industry.

Our technology includes automated and manual processes designed specifically to eliminate any burden on the State of West Virginia and/or its Spending Units staff, indirect costs, and the time you spend administrating and monitoring your collection programs. We have state-of-the art systems and security controls in place to protect borrower debtor data. Our innovative skiptracing protocols, for example, boost borrower contacts and consequently result in higher collections.

Our experience includes 20 years in the student loan and receivables collection industry working in partnership with some of the most sophisticated and demanding lenders in the industry. In addition to collection performance, client tenure is one of the best predictors of future success. Our average client tenure for our top clients is 9.5 years—longer than many agencies our size have been in the collection business. ICR is a New York State certified minority owned company and the largest national minority own agency specializing in student loan and student receivables programs.

I will be the point of contact for this proposal and subsequent negotiations. Please feel free to contact me any time.

Sincerely,



Frank Roa
Chief Executive Officer

Correspondence Purpose / Confidentiality

In Response To: The State of West Virginia and/or its Spending Units
Request for Information
Collection Agency Services
Due date: September 8, 2010

Prepared For: Jo Ann Adkins
The State of West Virginia and/or its Spending Units
Department Of Administration
Purchasing Division, Bldg 15
2019 Washington Street, East
Charleston, WV 25305-0130
JO.A.ADKINS@WV.GOV

Primary Contact Person: Frank Roa, Chief Executive Officer
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Wappingers Falls, NY 12590
Telephone: 800-234-4271
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frank.roa@icrcollect.com
EIN: 13-3587371

Secondary Contact Person: Donald Lusk, Senior VP of Sales and Marketing
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don.lusk@icrcollect.com

All correspondence pertaining to this proposal should be addressed to the above named individual.

The pricing contained in this proposal is effective for 180 days from the date of issuance.

Submitted On: September 8, 2010



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Executive Summary

Immediate Credit Recovery Inc. (ICR) supports the State of West Virginia and/or its Spending Units mission to help people pay for college. We also recognize The State of West Virginia and/or its Spending Units role in administering debt when individuals do not pay timely and consequently default, the Institutions may pursue repayment in several ways. One approach is to outsource the collection and skiptrace services to professional private collection agencies. This is where ICR can help.

ICR's proposal highlights are outlined below.



- ◆ ICR is ranked #112 of 6,300 collection agencies nationwide by *The Nilson Report*, a leading research organization on consumer payment systems
- ◆ Unparalleled management oversight
- ◆ Zero-tolerance complaint prevention programs that eliminate borrower complaints
- ◆ Exceptional customer service
- ◆ Advanced borrower privacy and data safeguards
- ◆ Customer-centric commitment to partnering with our education clients
- ◆ Innovative web-based technologies enable borrowers and clients to access account information at any time

ICR Proposal Highlights. ICR has the commitment, vision, and proven capabilities to enable the College to achieve its loan repayment objectives.

Why ICR is the Right Choice

Since our inception in 1990, Immediate Credit Recovery Inc. has been in the student loan and receivables management business. For the last 20 years, we have helped more than 400 colleges and universities and other institutions nation wide with their default prevention and default collection needs.

We recognize the State of West Virginia and/or its Spending Units have an opportunity to contract with some of the largest receivables management companies in the nation. We also recognize that as a medium-sized agency we can't compete on size or experience alone. We can, however, compete is on those things that matter most—unparalleled management oversight, zero-tolerance for complaints, exceptional customer service, and advanced borrower privacy and data security safeguards.

Unparalleled Management Oversight—Our senior management team including our CEO Frank Roa, President Felipe Yanes, Senior Vice President of Sales and Operations Donald Lusk, Vice President of Operations-GA Vanessa Quinn, General Manager Wendy Bianco, and Chief Information Systems Officer Juan Bernardo are directly involved in all aspects of our operations. Our hands-on approach means that we know every employee on the collection floor and on our client services teams by name. And it means our senior management team is purposely hands-on in the day-to-day tasks of working with employees and consumers to improve customer service, enhance quality, and boost returns to the State of West Virginia and/or its Spending Units.

Zero-Tolerance Complaint Program—ICR's zero-tolerance complaint program provides customer service training, a feedback mechanism, client reporting, a compensation scheme, and formal policies and procedures that together form a comprehensive complaint program that works. In the last 12 months we have had only six consumer complaints and all were resolved to the consumer's and client's satisfaction within 24-48 hours. This is from an existing average database of well over 92,000 active accounts in our system throughout the year.

Exceptional Customer Service—Customer service at ICR isn't about procedures; it's about attitude. It's about asking consumers for permission to help, listening, and being genuine. We understand that consumers are looking for us to help put their fears, doubts, and apprehensions at ease by working together to resolve their indebtedness. We support a culture of honesty and sincerity, and we never promise what we can't deliver. At ICR, we never forget what it's like to be a consumer debtor.

Borrower/Consumer Privacy—ICR systems use 11 independent, dedicated servers to improve up time, safeguard data, and allow real-time upgrades to specific systems, all as a way of protecting consumer privacy. ICR's consumer privacy strategy employs a dual protection approach. Each privacy and data protection imperative includes both a *compliance* and *technology solution*. Our extensive compliance policies and procedures work in conjunction with our technology solutions to protect information. In addition to dedicated servers and our dual protection approach, we have a security officer who coordinates information safeguards, identifies risks, and oversees our security programs for monitoring, testing, and training.

Project Location

ICR's will handle the State of West Virginia and/or its Spending Units collection portfolio from our Wappingers Falls, New York, Headquarters location. This office consists of 20,000 square feet of space and was originally built and occupied by IBM to support its high-tech operations. This facility includes advanced wiring and security features, which allows us to grow by three-fold to over 200 workstations without exceeding our capacity. Our Wappingers Falls location has easy access to major national transportation hubs, has a superior road infrastructure, as judged by *Expansion Management Magazine*, and not long ago was ranked #1 for Best Place in New York State for Business and Careers, according to *Forbes* magazine.

Guide to ICR's Vendor Assessment

We have organized our proposal response in the order and format appearing in the RFQ and have responded to each requirement by number and in the same sequence. Where appropriate, we have included additional information that we believe will help the evaluation committee better understand our proposal and ICR's organization and capabilities.

Thank you for providing ICR the opportunity to respond to your RFQ. We are confident that the State of West Virginia and/or its Spending Units and the debtor/ borrowers will be delighted with the services we provide.



A. Corporate Office and Point of Contact

Name	Efraim "Frank" Roa
Title	CEO
Address	Immediate Credit Recovery, Inc. 169 Myers Corners Rd, Ste 110 Wappingers Falls, NY 12590
Phone	1-800-234-4271
Fax	1-845-297-2226
E-mail	Frank.roa@icrcollect.com

Headquarter Office and Site Location:

Immediate Credit Recovery, Inc.
169 Myers Corners Rd., Suite 110
Wappingers Falls, NY 12590
Telephone: (800) 234-4271
Fax: (845) 297-2226
www.icrcollect.com
Contact: Frank Roa, CEO

Satellite Office—ICR has one satellite office as noted below.

Immediate Credit Recovery, Inc
1800 Sandy Plains Parkway
Suite 310
Marietta, Georgia 30066-6363
Telephone: 770-792-8160
Fax: 770-792-8167
Contact: Felipe Yanes, President



B. Full Service Collection Agency

ICR is a full service collection agency capable of handling everything from educational accounts to medical collections as well as other miscellaneous receivables. ICR has worked for top Universities throughout the country, health care providers and state agencies. ICR currently runs a contract for collections for the Department of Educations from of our Georgia location. The New York headquarters is home to all other account operations and will also be the location to service the needs of West Virginia.



C. WV Franchise Registration, Licensing and Bonding

Immediate Credit Recovery, Inc. has no office location in the State of West Virginia requiring a franchise registration certificate. ICR is authorized however, to perform collection services across the country as it is properly licensed and bonded where required in all states. A copy of the surety bond for West Virginia will be presented prior to any award.

ICR is a Minority Business Enterprise certified by the New York, New Jersey Minority Supplier Development Council, and a SWAM vendor as certified by the State of Virginia.

D. 20 Years in the Collection Industry

Immediate Credit Recovery, Inc. is a New York based corporations that was founded in 1990 by current CEO and majority owner, Frank Roa. In 2007 Felipe Yanes became minority owner in the corporation and became the President. Before founding ICR, Frank managed collection efforts for professional corporations, including Fortune 500 companies, and today has 28 years experience in the collections industry. He started the company with a small team of three staff and has since grown into a 115 person multi-office organization representing over 400 credit grantors across the nation.

In-House Staff—ICR's in-house staff allows us to maintain in complete control over the debt recovery process, ensures better data protections, provides better management oversight, and improves quality. ICR assigns accounts to individual collectors. In this way, consumers build trust with an individual ICR recovery specialist and feel more comfortable resolving the account as quickly as possible.

Our recovery specialists know the importance of helping consumers make tough decisions. We encourage consumers to take responsibility for the debt and, at the same time, we help them find solutions.

Flexible Processes—ICR is entrepreneurial in spirit. We pride ourselves on being flexible. We often tailor our letter and telephone scripts to target specific groups of consumers. With very little lead-time, we can amend our client reporting, data transfer and remittances processes, skiptrace resources and other programs to better meet your needs.

ICR Portfolio Mix—Since our inception, from education, medical and commercial debt, ICR has served the collection needs of numerous institutions nationwide.

Client Tenure—We believe the key to successful collection partnerships is listening to our clients needs and finding solutions. These solutions may include implementing advanced technologies—collection analytics, data interchanges, and automated skip trace and asset search protocols. Our attention to client needs is the reason we have some of the longest client tenure in our industry, averaging 9.5 years.

Higher Education Institutional Clients

For the past 20 years, ICR has assisted hundreds of colleges and universities nationwide in recovering their defaulted student loans and tuition receivables. While ICR is involved in all areas of collections, its primary revenue comes from educational clients throughout the United States. ICR currently serves more than 400 institutions and state education systems. These institutions typically refer defaulted federal Perkins loans, tuition accounts, campus based institutional loans, law school loans, nursing, and health professional loans.

In 2009, ICR was awarded a contract with the U.S. Department of Education handling part of their delinquent student loan portfolio. This contract is managed exclusively by our Marietta, Georgia branch office. It is maintained on a completely separate software platform by our exclusive ED staff.



References

ICR Client References		
Client	Date	Contact
City University of NY (CUNY) 230 West 41 st St. 9 th Floor New York, NY 10036 Account Type: Educational	2004	Daniel Padovano (212) 397-5614 Daniel.Padovano@MAIL.CUNY.EDU
Westchester Medical Group 210 Westchester Ave White Plains, NY 10604 Account Type: Medical	2007	David Long (914) 681-3104 dlong@westmedgroup.com
Brookside Ob/Gyn 714 Mercer Rd Yorktown NY, 10598 Account Type: Medical	1993	Grace Tarantino (203) 869 7080 gl714@aol.com
Sir Speedy 1837 South Road Wappingers Falls, NY 12590 Account Type: Commercial	2005	David Monto (845) 298-8898 sirspeedycsr@optonline.net

E. Collection Methodology

First, We Get to Know You

Meet With Your Corporate Office

We would like to begin our relationship by meeting with your management staff to create and institute a debt-recovery program specifically tailored to meet your communications needs and accounting procedures. Our client service representatives will gather, with your help, detailed information on the overall culture of the organization, your procedural guidelines, your internal and external communications requirements, and including your desire for any special handling of accounts.

Your staff will be comfortable working with the members of your assigned team from ICR. Accounts will be resolved according to instructions by your office management, and reports and transmissions will be handled in the most convenient way for your personnel. Our purpose is to reduce the workload for the Institution personnel, virtually becoming an extension of your own offices.

Communication, Communication, Communication

While we will not overwhelm you with contacts from our office, we do want to ensure that:

1. Initial requirements are implemented to your requirements and needs
2. Procedures are modified as needed or requested
3. Issues are being addressed in a timely manner
4. All expectations are being met daily, weekly and monthly

These objectives will be met with proper follow up by our staff. This appropriateness will be met by ensuring that the lines of communication are established from the onset of the contract.

ICR's 6-Step Collection Cycle

ICR's experienced collection management uses a 6-step collection model, as outlined below.



1. **Account segmentation**
2. **Skiptrace and asset search**
3. **Collection letters**
4. **Telephone contacts**
 - initial telephone dialogues
 - telephone talk-offs
 - account documentation
5. **Account resolutions**
 - loan consolidations
 - rehabilitations
6. **Account review by manager**

ICR's 6-Step Collection Methodology. ICR has developed a successful 6-step collection process that ensures all accounts are worked in a consistent and professional manner and achieve the highest rate of return.

1. Account Segmentation

Upon initial placement, all accounts are segmented into categories based on a range of criteria including balance, age, work standards, available contact information, compliance requirements, geographic location and calling times, disputes, and other criteria. In each case, these groups of accounts are worked by individuals, teams, and/or automated processes aimed at resolving the account as quickly and professionally as possible.

ICR's account segmentation strategy works. This strategy saves time and resources by allowing us to match account characteristics to the appropriate resource. For example, all accounts without a valid phone number are immediately routed to our automated skip trace process. Large balanced accounts are routed to the most experience collectors, and disputed accounts are routed to our customer support teams who are specifically trained in complaint and dispute resolutions processes.

2. Skip trace and Asset Search

ICR's automated and manual skip trace and asset search protocols are some of the most sophisticated in the collections industry. We use a combination of off-the-shelf batch processing and custom interface programming to automate as much of the skip trace work effort as possible. Our systems safely and securely connect with national information vendors who collectively warehouse hundreds of millions of public records.

A large element of ICR's skiptracing and asset location efforts involves an independent "skip tracing department" that exists to support the collections operation. These individuals are charged with the human interaction and effort needed to be successful to locate consumers. This group analyzes information provided by the client school, information provided by national skip tracing services, information provided by billing servicers and information developed by the collectors themselves. In addition, this group makes proactive telephone attempts to neighbors, leads and nearby's with an eye toward developing asset information or successful methods of contact for and of the debtor.

The supervisor of this group is also charged with communication and working with our nationwide network of collection attorneys as a supplement to their efforts. Specifically, this group attempts to find assets which might include but is not limited to jobs, real property and/or any other attachable assets which are then supplied to the attorney of record for enforcement measures against the consumer assuming a judgment against that consumer has been rendered. This groups overall goal is to allow collectors to do what they do best – collect! Their contribution to this goal is to provide the collectors with as much usable contact information as possible.

The skip tracing process has dramatically evolved over the last five years. With the advent of Facebook, Myspace, e-mail and cell phones come many more opportunities to the professional skip tracer. The methodologies available in the science of location of individuals and assets has not only multiplied proportionately but has demanded that collection companies involved with Institutions change their systems to mimic the world of the modern consumer. ICR recognized these changes in our environment early on and has developed specialized "cell phone scrubs", "e-mail location attempts", "Litigious consumer scrubs" as well as other proprietary skip tracing programs unheard of just a few years ago.

Automated Skiptrace Protocols—Our automated skiptrace protocols rely on progressive searches using a variety of national information processing vendors to locate borrower contact information. We typically locate new information for over 50% of our skip borrowers.

Upon placement, select account information is transmitted to Accurint, a LexisNexis service with access to more than 5 billion documents from some 32,000 sources. We use Accurint's Premier product, which provides us with the most up-to-date location information available including all names at the target address, phone numbers, any matches with same social security number, previous addresses, relatives, and nearby location.

As a second and immediate source of information, we use TransUnion's Comprehensive Locator Report services, which give us previous addresses, credit report inquiries, employment data, phone numbers, credit card information and availability, mortgage balances, and other information. Our automated processes are typically completed within 24 hours of account referral.

Manual Skiptrace Procedures—In addition to our automated skiptrace protocols, we maintain a staff of trained skiptrace professionals who search out additional location information. Our manual skiptrace teams follow a 3-phase skiptrace protocol, moving from one phase to the next until the borrower is located.

- *Phase One* includes obtaining address block profiles that may include telephone numbers with addresses and other demographic data—length of residency, type of dwelling, and income level.
- *Phase Two* includes using online tools to search phone books, directories, and reverse lookups. These sources may also include federal and state prison locators, state-by-state links, e-mail tracing tools, phone prefix locators, and zip code finders.
- *Phase Three* includes a variety of online subscription search tools—e-mail search, vital records, SEC filings, social security searches, date of birth database, professional licensing lookup, GI search, federal government directors and other sources. Once new information is located and verified, the account is transferred to a debt-recovery specialist for follow up collection efforts.

Manager Reviews—All accounts designated "unable to locate" by our skiptrace teams will be referred to an ICR unit manager for review. This review ensures that proper procedures were followed, that additional information is not available, and that possible leads were not overlooked. Any account that requires additional skiptracing effort will be returned to the skiptrace teams with specific instructions for follow up. The manager will re-review the account within three days.

3. Collection Letters and Initial Contact

Upon placement, every account with a valid address receives ICR's first demand collection letter. Pursuant to the Fair Debt Collection Practices Act (FDCPA), we cannot make collection *demand calls* for

Automated Skiptrace Protocols

Bankruptcy search
SSN death claims
Telephone append
Address lookup
Nearby information
Area code decoder
Public records search
Prison inmate locator
Selective service lookup

State vital records
Post office finder
Military base locator
Business locator
Real property records

Manual Skiptrace Searches

ICR's Skiptrace Programs. Our automated and manual skiptrace services include some of the most comprehensive location information resources in the industry.

the first 30 days following the initial notice which *may overshadow* the consumer's right to dispute any debt. It is our policy, however, to make a "soft call" to consumers at 2 days from mailing of the initial notice. This call serves to:

- introduce ourselves
- provide the consumers with important information about their account(s)
- determine the consumers' intentions to resolve the debt
- verify correct contact information
- provide the consumer with ICR's contact information

We maintain a library of coded, automated demand letters within our collection database, including letters in Spanish, information-request notices, and repayment reminders. When a recovery specialist locates a consumer at an address other than the one provided by the client, the account is immediately updated, and the consumer is sent a follow up statement.

4. Telephone Contacts

We typically make two to three phone attempts per week, or until we contact the consumer. If we call and receive a no-answer, call-backs are typically scheduled for the same day and then every two to three days thereafter. Debt recovery specialists cannot schedule account follow up calls for more than seven days in advance. This means, at a minimum, accounts are worked every seven days.

Each consumer contact follows a standard routine that includes reciting the Mini-Miranda warning, confirming consumer identification information, verifying account information, establishing a repayment commitment, and scheduling our next contact. Our debt recovery specialists are well trained in telephone "talk off" and debt recovery techniques.

5. Account Resolutions

Payment Arrangements— We have well-established payment arrangement parameters built directly into our collection systems. These controls help our recovery specialists by pre-calculating "reasonable and affordable" payments. In this way, we take all the guesswork out of setting up a temporary payment plan. ICR's system automates the payment follow up process. Payment reminder statements are automatically generated and broken-promise calls are automatically scheduled if payments are not received on time. Pay-by-phone auto-pay option is available to consumers.

Bankruptcy Processing Procedures—When ICR's staff receives notice that a consumer has petitioned for bankruptcy protection, we immediately close and return the account with supporting documentation. If clients wish to replace accounts that have not been dismissed in the subsequent bankruptcy proceedings, they are encouraged to do so after proper notification has been given.

6. Account Review by Manager

All accounts are reviewed by a collection manager or supervisor every two weeks. This review includes a preliminary work standards audit, internal policy and procedure review, and specific call quality evaluations. This will include the audit to ensure the provisions for due diligence are being met and followed.

Definition of Uncollectible Account—If we have made numerous attempts to contact the consumer by phone and letter, and as a result of these attempts determine the contact information is invalid, and we subsequently perform both automated and manual skip trace and asset search services without success, the account is reviewed by a collection manager and may be identified as "uncollectible."

Milestones and Time Schedules

The following account cycle time with milestones will only highlight the expected perpetual goals which may vary slightly depending on account type and dollar range.

Day 1:

Accounts are received and entered into the ICR system. The initial notice is generated and mailed on each account to every consumer.

Day 2:

Calls are generated to the consumers to inquire as to their intentions on the account(s). The recovery specialists documents the response as well as verifies the address on file, request a day or evening telephone number as well as a mobile number. Any other data available i.e. place of employment, reference information, etc. is also gathered and placed into the system for possible future reference.

Day 31:

Notice # 2 is mailed to the consumers that have not responded, nor paid their accounts. The notice indicates that a more intense collection effort will immediately follow, unless the account is promptly paid.

Day 33:

An intense dialing campaign is started using the predictive dialer which will generate tens of thousands of calls daily. Once a consumer is reached on the phone, a brief explanation is generated which includes the ramifications of not liquidating the account in full right away. Suggestions are made to money sources and direct and specific deadlines are set. The account is triggered to flag back to the recovery specialist if the payment is not received by the exact expected day. Consumers quickly realize that they must face resolving these obligations in the most expedient way possible or face probable further collection activities which could include reporting to the credit bureaus thus causing their inability to obtain credit cards, auto loans and even mortgages.

Day 34-364:

The consistent attempts to communicate by phone, at the specific times set forth in the conversations with the consumers, makes them realize that they are dealing with a company that is very intent and focused on accomplishing its mission. Resolving every delinquent account assigned to the firm. The conversations and notices are very specifically designed to educate the consumers of the consequences and impact that these unresolved delinquent accounts may have on their futures.

Measurement of Goals

Management is responsible for reviewing daily performance goals which measure the number of daily calls, the number of contacts, the number of promises and their total dollars. These are measured for both the individual recovery specialist and for their team. Everyone is accountable for reaching the set goals and variances or inconsistencies are addressed accordingly.

The ultimate goal that everyone strives for is the number of accounts being either paid in full or placed into the repayment queues daily. The staff receives financial rewards for the attainment of these weekly and monthly goals.

Project Completion

It is ICR's policy to automatically close and return any unpaid account at the conclusion of 12 months from the time of original placement or shorter if the client has a different parameter. The exception to this would be only in the event that the recovery specialists handling the file nearing this period would be expecting satisfaction from the debtor on the account shortly thereafter.

Quality Programs

ICR's company-wide Quality Assurance Program is an ongoing proactive team effort which seeks to identify and prevent potential problems before they occur. Our Quality Assurance Program is based on the American Management Association's quality control guidelines, which include eight key elements—leadership, policies and procedures, review of client issues, control of client data, process controls, inspection and testing, analysis and knowledge management, and results.



ICR's Quality Assurance Program. Our compliance and quality assurance program includes 8 key components that provide a framework for our management team to monitor compliance with regulatory statutes and client work standards, and to continuously improve our processes.

Leadership Responsibility—Examines how senior executives guide the organization and how the organization addresses its responsibilities to the public and practices good citizenship. General Manager Wendy Bianco, who is responsible for ICR's quality program, and our Legal Compliance Officer Tracy Murphy, work as a team to oversee ICR's Quality Assurance Program. These two senior managers have created a quality assurance project plan that includes an up-to-date list of quality improvement projects, problem definitions, project histories, criteria for quality measurements, special training needs, and a method for documenting and tracking quality improvements.

Policies and Procedures—ICR's management team has created a formal Policy Manual that details our organizations policies, plans, and objectives. The manual makes certain that our practices are consistent, and give us a baseline to measure performance. ICR's Policy Manual is up to date and accessible by all staff.

Review of Client Issues—ICR senior staff routinely compare client requirements against our ability to meet those requirements. This process includes evaluating client needs and expectations, reviewing our past performance, regulatory requirements, system solutions, and key staffing measures including ICR's employee hiring, training, and retention processes.

Control of Client Data—We take borrower privacy seriously. ICR's data security controls include identification procedures, storage, security, and maintenance of borrower data. Our CRS software provides customized programs to monitor and verify all collection activities. This attentiveness to data monitoring ensures the highest levels of productivity, compliance, and security. Our collection systems allow management to affirm that all accounts are audited, credit bureaus researched, changes are documented, and follow up audits are performed on a scheduled basis.

Inspection and Testing— Our collection team is trained to audit due diligence accounts throughout our entire portfolio. All members are rigorously schooled on Federal regulations 34 CFR 682.410 (b)(6) and 34 CFR 682.410 (b)(7).

Analysis and Knowledge Management—Knowledge management is a method of getting the most out of ICR's intellectual assets. In our case, that means our systems *and* our people. The vast amounts of statistical data we can pull from our call management systems means nothing if we don't have the skills to interpret the data into useful information. Those skills must come from our management team and the years of experience they bring to ICR and to the State of West Virginia and/or its Spending Units collection program.

ICR's knowledge management approach encompasses a range of practices to identify, create, represent, and distribute knowledge for reuse, awareness, and learning. We do this by:

1. Gathering data by running a range of management reports on things like call statistics, payments, payment promises, rehabilitations, consolidations, skiptrace results, and quality measures.
2. Cross-referencing the data to identify causal relationships between key performance indicators.
3. Storing the analysis and information on our systems for comparison to future data.
4. Communicating both the data and our analysis to management, staff, and collection teams who can have the greatest influence on improving our performance.

Results—ICR routinely examines our performance in our core business areas—customer satisfaction, financial and marketplace performance, human resources, operational performance, and compliance—and shares the results of our examinations with our employees. We have found that sharing our results with our collections, customer service, quality assurance, and payment processing teams, results in better employee relations, higher productivity, greater customer satisfaction, increased market share, and improved profitability. This self-assessment and subsequent training is a tool to develop improved performance and business processes.

Complaint Resolution Processes

ICR's complaint prevention and resolution processes couldn't be easier. First, we encourage borrowers and clients to let us know if they have an issue or concern. Most problems can be resolved quickly and easily by speaking with one of ICR's customer service representatives.

Second, we encourage borrowers and clients to talk to management. If your concern isn't resolved to your satisfaction, please ask to speak with the manager of the department.

Third, if a borrower issue is still unresolved, the complaint is automatically reviewed by ICR's General Manager and Corporate Council. ICR's complaint tracking information and all investigation information is reviewed and a formal response prepared and submitted to the client.

Cornell University Says...

ICR Promotes a Complaint Free Environment

"I can't recall ever receiving a complaint about ICR. I do not hesitate to recommend ICR to any institution that needs help with their delinquent portfolio."

—Edward F. Baker
Assistant Bursar
Cornell University

ICR's Payment Processing and Financial Management Procedures

ICR's payment processing and financial management controls are some of the most stringent in the receivables management industry. These controls include 5 key features: secure facilities, highly controlled mail processing, comprehensive payment posting controls and procedures, secure electronic funds transfer capabilities, and routine financial audits.

Secure Financial Management Area

ICR's accounting and financial management areas are located in a secure, dedicated area separate from the collection floor and secured by key card locks. This accounting area is continuously monitored by cameras and all activities are recorded for review, when needed. Only authorized accounting and payment processing personnel are allowed within the accounting areas.

Highly Controlled Mail Processing

ICR receives borrower payments—checks, money orders, wire transfers, credit cards, cashiers checks, and pay-by-phone checks—on a daily basis. A minimum of two staff open the mail, run a control tape of the monies received, and each staff member double-checks the other's control tape. All monies are under the direct oversight of the payment processing supervisor and manager of accounting.

Borrower payment methods include:

- Personal Checks
- Business Checks
- Money Orders
- Bank Checks/Certified Funds
- Electronic Fund Transfers (E-checks)
- AutoPays (Pay by Phone)
- Western Union
- MoneyGrams
- Credit Cards (Visa, MasterCard, Amex, Discover)
- Debit Cards (Visa, MasterCard, Discover)
- Cash

Payment Processing

We provide an overview of ICR's payment processing procedures and internal security controls in the table below.

ICR Payment Processing Processes and Procedures	
Task	Description
Mail pickup	Each weekday mail is picked up at the post office by authorized and bonded personnel at 10:30 am.
Opening the mail	Mail is opened by two bonded personnel in the Accounting Department.
Receipts	Cash payments, if any, are receipted. In the rare instance when cash is mailed, the payment is posted immediately and secured in the company safe until the daily deposit.
Balancing batches	Checks are separated from other mail and posted immediately to the accounts ensuring that any new data is captured with either the check or the envelope. A tape is run to balance the checks from with mail with the posting.

Financial Management Controls

ICR's Financial Management Controls Include Five Key Features

- **Secure Dedicated Area**
 - Controlled Mail Processing
 - Payment Processing
 - Electronic Funds Transfers
 - Routine Financial Audits



Endorsements	Checks are endorsed "For Deposit Only" in the Accounting Department. Checks never leave this department until they are deposited in the bank the same day or scanned directly from the accounting department.
Scanned Checks	ICR is equipped with two scanners that are linked directly to our bank. Most days checks are scanned using this system which captures pictures of the checks.
Payment batch reconciliations	After payments are entered, an "edit list" is generated in order to make appropriate corrections. Once edited, the payments are posted to borrowers' accounts.
Account updates	Using the search capability of our automated system, all checks, money orders, and cash receipts are matched to the borrower files on the same day they are received.
Final reconciliation	A complete breakdown of daily receipts is produced. Any borrower correspondence received is date-stamped and distributed to the appropriate debt- recovery specialist the same day.
Deposits	All payments are deposited in the client's trust account the same day they are received.

Tightly Controlled Trust Accounts—ICR deposits all client funds into dedicated trust accounts. Strict internal controls provide all clients with the assurance that their funds are segregated and identifiable at any point in the collections process. All trust accounting is reviewed regularly by internal staff and audited several times per year by external third-party auditors.

Electronic Funds Transfer

ICR uses the latest technologies and applications to send and receive monies safely and securely via the Internet. We have secure electronic fund transfers (EFT) protocols in place to accept borrower payments. Debtor borrowers can access our Web site to make payment, or can contact one of our recovery specialists who will gladly process the payment over the phone. Our aim is to make the payment process as painless as possible. Whether borrowers choose to make payments via the web or in person, the process is professionally handled and only takes a few minutes.

We can also use our EFT process to pay clients quickly and securely. All we need to pay routine remittances is a routing number for your bank or other financial institution and an account number to deposit the funds in. It's that simple. ICR's EFT process offers online payment tracking, faster remittance processing, less manual intervention, and fewer errors.

Routine Financial Audits

External Audits—ICR is audited annually by the accounting firm of Krant, Bialick & Luisi, LLP.

Krant Bialick & Luisi
420 Lexington Ave,
New York, NY 10170+2002
(212) 682-1900

Internal Audits—In addition to external financial audits, our management and quality assurance staff routinely audit our accounting, security, and regulatory procedures. We examine and audit financial reports, due-diligence activities, entire client portfolios, individual accounts, payment histories, internal policies and procedures, process controls, management records, training procedures, recorded calls, and other key indicators, all of which aim to ensure the completeness, accuracy and validity of ICR's work standards and controls.

Information Systems, Internet Access and Technology

ICR uses state of the art information systems and technologies. Our systems, located at our Wappingers Falls, New York headquarters, includes our Collection Resource System's (CRS) collection system, CRS

Mercury dialer, ASC digital call recording, DocuXplorer documents scanning, internet capabilities, data transmission protocols and other systems.

ICR uses Microsoft supported systems. All of the workstations are run off of Windows XP Professional. Our company's infrastructure is based off of the Microsoft Windows server 2003, while the production servers are run off of a hybrid Linux and Microsoft platform.

Hardware—ICR currently uses a hybrid network of 11 independent servers to perform specific functions. Of these 11 servers, 6 are based on a Linux platform and 5 on the Microsoft Windows 2003 Server platform. The primary purpose of our 11-server protocol is to aid in the security of files and information entrusted to ICR.

Independent servers are set up as follows:

Server 1 - is our main software host for the CRS (collection) system. Our primary Linux server houses our main collections application and contains two 2.4 GHz Xeon, 4 GB of ECC memory and four 76GB SCSI drives set up for data mirroring. The server is currently running CentOS Linux version 4.5. Our account management application has the ability to run in a clustered server environment, so our capacity truly has no limits. Samba, an open source software suite that provides file and print services to SMB/CIFS clients, has been setup on the server for windows directory access. A tape drive allows daily backups of all working data.

Server 2 - operates as our e-mail server. ICR does not use an outside vendor to host our e-mail, but manages e-mail internally. This minimizes the number of places e-mail data is stored and limits the risk of potential data leaks.

Server 3 - hosts our web site www.icrcollect.com. This is a Debian Linux server. We are currently running Apache 2.0 to host our site. We also use custom scripting, which allows for secure delivery of online placements. This server uses a 2.4 GHz P4 processor with 1GB memory. Our hosted pages require minimal processing power but should the need arise to expand our web presence; it can be done with little effort. The ability to host our own web site allows us to use leading technologies available in the market. We use 128-bit encryption, in line with industry standards, to provide for a safe and secure hosting. It also acts as our applications storage system and provides FTP access for clients. This allows *The State of West Virginia and/or its Spending Units* to transmit or retrieve data electronically through the internet directly from your office to ours.

Server 4 - hosts our DocuXplorer document imaging system and in-house network storage. Weekly backups of all critical files on all desktops are encrypted and stored on server 4.

Server 5 - hosts our internal ICR network. This dedicated server allows us to keep all PCs and thin clients secure and up to date. It links all ICR staff together while insuring that the information on any one persons' computer is always backed up and stored in an environment that is much more difficult for hackers to penetrate than just a simple desktop.

Server 6 - is our secondary backup for our main network host. This server monitors and records all phone conversations in and out of the office. This server runs on SuSE Linux version 10 and is proprietary to ASC.

Server 7 - hosts our CRS Mercury Predictive dialer. This server houses our automated dialer system. The server runs on Red Hat Linux version 9.0. The server has two 2.0 GHz Xeon processors, 2 GB ECC ram and two 80GB SCSI drives also setup for mirroring. This system allows for dramatic increases in student borrower contacts and greater ease of client specific campaigns to be run at any given point.

Server 8 - protects our network from malicious programs by filtering out spyware, viruses, malware and spam from our web and e-mail programs. It also allows for content filtering to ensure we are protected from malicious web sites.

Server 9 - hosts our advanced firewall solution using Watchguard management software to protect our network from spyware, spam, viruses and web-based exploits with a single unified threat management solution and manages all capabilities from one centralized console to reduce cost and administrative overhead. Watchguard offers us enterprise level security and capacity. All connection activity to and from our network is logged and recorded up to 1 year.

Server 10 - hosts our video surveillance system, which is comprised of a total of sixteen cameras. Two are remote controlled PTZ cameras, which pan left and right, tilt and zoom to give us a full view of the entire office. The security system allows us to provide a safe work environment for our employees and allows for a higher comfort level for all. The server allows remote access so we can view off site when needed.

Server 11 - pulls information from our main applications server (Server 1) to be used for Ad Hoc reporting.

We currently run three managed switches, which control all information flowing through our network. Two of the switches are Dell PowerConnect 3000 series. The third is a Netgear managed switch. This switching configuration ensures that all information passing through our network is routed quickly and efficiently.

Collection Resource System (CRS) Software

Software—ICR uses Collection Resource System's Platinum collection software developed specifically for the receivables management industry. This advanced collection software consists of several modules including a dialer interface, batch skip tracing, NCOA interface, check-writing, credit report retrieval, zip code updates and other modules.

The CRS software automates all fundamental functions of the collections operation, from new business data entry through interest calculations and month-end processing. We use our CRS account management system to streamline broken-promise follow up processing, payment processing and cash posting. CRS includes built-in data integrity controls, collector-productivity management capabilities, client-status reporting and client-analysis reporting.

The system also includes easy to-read-data displays, which allows our collection staff to locate information quickly with minimal keystrokes. New collectors find the system easy to learn and immediately become more confident and productive.

Tapit Voice Recorder

ICR uses the Tapit voice recording system to record all incoming and outgoing collection calls. Once consumers understand that calls are recorded, the conversation stays more focused and the tone positive. Our supervisors use the call recording system on a regular basis to review call quality. We can search for calls based on caller ID, extension number, debt-recovery specialist ID, incoming and outgoing phone numbers, and other key identifiers.

We maintain a library of the recorded conversations for at least three months, and encourage our clients listen to recorded calls at your convenience. Call recordings can be e-mailed to you upon request.

CRS Mercury Dialer

ICR's Mercury Dialer ensures accounts are worked according to your specifications by simultaneously running predictive, power, preview and passive dialing modes. The dialer continuously dials outbound for all recovery specialists with instantaneous call transfers, resulting in increased borrower contact by as much as 30% to 40% daily.

The system distributes inbound and outbound calls to the right agent at the right time and runs multiple applications and campaigns simultaneously. With such increased borrower contact, productivity is high, accounts are quickly qualified and the appropriate recovery action—service, skip tracing, telephone contact, letter contact, or follow-up—is expedited.

Recovery specialists working specific accounts can code accounts for callback at the most likely borrower contact time based on their experience with each particular borrower. Our Mercury Dialer simplifies recovery management and allows monitoring of system performance with at-a-glance status screens and is linked to our CRS collection application.

DocuXplorer Document Scanning System

A large part of ICR's success is our ability to manage information. One tool in our document management arsenal is DocuXplorer, a document scanning and information management system. DocuXplorer allows the digital scanning and archiving of all incoming correspondence and for its quick retrieval when needed.

We have configured DocuXplorer to store electronic records and printed reports to a dedicated network server. The DocuXplorer document management system allows us to process information requests from our clients and student borrowers within moments. By digitally storing all correspondence, the information is more secure, takes up less space and is instantly accessible via our collection system.

Our DocuXplorer configuration works in coordination with our business continuity and disaster recovery planning processes. We backup the data to dedicated backup servers, which can be used to reconstruct damaged or destroyed account information in the event of a disaster.

Avaya IP Office Telecommunications System

ICR's Avaya IP Office Phone System is currently configured to provide us with 92 lines of concurrent use. Out of a maximum of 244 user connections, we currently have 122 digital, 16 analog and 12 IP connections in use. These IP connections allow us to use a mobile workforce, ensure constant productivity and provide alternate access to our systems in the event of an emergency or disaster. In addition, ICR maintains two voice T-1's linked to the dialer and IVR services, which provide another 48 in- and out-bound lines of service.

ICR's Standard Reports

Immediate Credit Recovery has a number of standard collection-services reports designed to keep clients informed about the progress of debt-recovery activity on their accounts and to ensure the proper handling and recording of funds. All of our reports can be customized to meet the needs of the *State of West Virginia and/or its Spending Units*, or we can design new reports that will be easy-to-use and efficient for your personnel.

Any of these reports can be generated with any type of filtering desired. Typically accounts closed are not included as part of the active reporting, except for the *Close and Return* report.

Our basic reports fit into the following categories:

New Account Acknowledgement

The Account Acknowledgement Report provides a receipt and match function to ensure referral verification. This report is dated the day the accounts are received and entered and includes:

- Institution or institution's account number
- Student's name
- ICR account number
- Principal amount due
- Collection charges added
- Total amount referred for collection
- Rate being charged

This report can be provided in either alpha or numeric sequence and can be separated by student name or your account number.

Status Report

The Status Report provides a complete listing of all active accounts referred by your institution on a monthly basis. Because of the amount of detail provided, your institution is able to properly evaluate performance. This report reflects only active accounts. Any and all closed accounts appear on the Close and Return Report. Accounts will be resolved within nine months of placement unless a longer payment arrangement is in effect. The report may be sorted by account number or student name.

Client Statement of Account and Summary

All debt recovery activity is summarized on the Client Statement to show total debt recoveries, total paid direct to your office, total due client, commission retained for recovery dollars, total due ICR and the total amount collected and remitted by attached check to your office. The itemized statement is more than just a record of payments. It summarizes and recapitulates all computer payment activity to reflect type of payment and current balance and can be used as an audit indicator to make sure all systems are in balance.

Client Invoice

The ICR Remittance Report is produced monthly for all debt recovery activity for the previous debt recovery period (month). The Client Invoice contains the following information by debtor:

- Institution and Institution account number and ICR's account number
- Student name
- Date paid (date of activity)
- Direction of payment: paid direct to your office/paid direct to ICR

Address Change Report

ICR sends out a comprehensive report at the end of each month to notify our Institution clients of all changes in address, social security number, telephone number, or employment.

Returned Accounts Reports

The following information is provided on the Return Accounts Report monthly:

- Student Identification
- Institution and institution student account number
- Student name or responsible party
- ICR student account number
- Referral Information
- Dollar amount referred
- Total Debt
- Amount collected
- Reason for return

The closed and return report can have all debtors combined or one debtor per page.

Client Analysis Report

The Client Analysis Report is produced monthly or on demand. This report will give your institution a comprehensive overview of all debt recovery activity by the month the accounts are referred. This report shows all student recovery activity and total amounts received dating back to the month that the accounts were actually placed in the ICR system. The report includes the following information referrals by:

- Date, month and year of placement
- Total number of accounts referred
- Number of adjustments to balance
- Adjusted dollar value

Collection Summary Report

Similar to the Client Analysis Report this report gives total placements by month as well as the actual collections for the past 12 months.

Internet Capabilities

Client Access—By accessing ICR's Web site at www.icrcollect.com, clients can place accounts, review account information, view and print reports, all from the comfort of your office and your PC.

We have created a user friendly Web site that makes acquiring current borrower information as easy as clicking your mouse. Once you log on, you can obtain account information instantly. The system allows account lookup based on borrower name, account number, street address, and telephone number. Feel free to glance at up-to-the-minute collector notes, payment activity, or key steps in the collection cycle. Clients like the State of West Virginia and/or its Spending Units can also leave messages or instructions on the account for ICR's recovery specialists to read and take the appropriate action.

Individual account information can be viewed online or downloaded in a PDF format to your local PC. ICR's Web access also offers a range of online reports that can be viewed or downloaded in a PDF or Excel format.

Mary Baldwin College Says...

ICR's Online Access Saves Time

"ICR's online payment form is extremely easy to fill out and send. After the placement is made with ICR, you are able to go online and see the progress ICR is having with each account placed for collections."

—Debbie Snyder
Perkins Loan Administrator
Mary Baldwin College

Online reports include:

- Data Integrity Report—details dollars collected and the number of accounts sorted by category (i.e. good/bad phone, etc.)
- Status Report—details active inventory
- Collection Summary—lists real month collections, placements and returns
- History and Detailed Analysis Reports—outlines recoveries on placements
- Spin Down Report—shows collections in percent and dollars in 30 day increments
- Address Change Report—Shows current months address changes

Borrower Access—Borrowers can also view account activity online, check account balances, and make payments via credit card or electronic drafts. ICR's borrower Web site address is: *pay.icrcollect.com*.

Our online system offers a series of user-friendly prompts to guide borrowers through the log on and review process. Borrowers often want to review their account information before they speak directly to a recovery specialist. In this way, we are responding to borrower needs without being obtrusive. We have discovered that borrowers who review account information on the Web site prior to contact have a better understanding of the debt recovery process and are more receptive to resolving the loan as quickly as possible.

Account Transfer

ICR will issue the State of West Virginia and/or its Spending Units a unique client profile for all debt types as well as a secure log in to our system.

With this log in you can begin to upload your files securely and immediately. This Web-based file transfer program makes the process of sending and receiving files over the Internet a simple task. Our approach eliminates the need for sending CDs, e-mail files and FTP software. By using ICR's web-based file transfer system, the University will be able to focus on their core business and leave the collection and skip trace work to us.

In addition to our web-based file transfer procedures, we are able to transmit and receive data in a wide range of formats including hard copy, facsimile, magnetic tape and diskette. Other data transmission protocols include the following:

- Web File Transfer (WFT)
- Electronic Data Interchange (EDI)
- Electronic file transfer
- E-mail attachments
- Compact disk
- Hard copy
- DVD
- Web-based transfer



F. ICR's Pricing

ICR's Proposed Pricing which will remain in effect for the life of the purchase order and any renewal thereof is immediately following this page.

DEBT10 - PRICING PAGE

VENDOR MUST COMPLETE THIS SCHEDULE

**THE FEE STRUTURE SUBMITTED TO THE STATE OF WEST VIRGINIA IS
AS FOLLOWS:**

AGENCY	TYPE OF ACCOUNT	% OF AMOUNT COLLECTED
1. Colleges & Universities:	Per Debt	12%
2. Worker's Compensation:	Default Account	12%
3. WV Department of Tax and Revenue:	New Accounts	12%
	Levy Account - where our employee is instrumental in the preparation of the levies.	
4. Division of Environmental Protection:	Per Debt	12%
5. Other Spending Units:	Per Debt	12%
	Colleges	

BIDDER CONTACT INFORMATION


Vendor: Immediate Credit Recovery, INC.

Bidder Name (Print): Immediate Credit Recovery, Inc

Contact Name (Print): Efram "Frank" Roa

Phone: 845-298-0700 Fax: 845-297-2226

E-mail: Frank.Roa@icrcollect.com

Bidders Signature: 

G. Confidentiality

ICR 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 in accordance with the mandates of West Virginia Code 11-10-5d or the disclosure is made pursuant to the agency's policies, procedures and rules and in compliance with the West Virginia Code 11-10-5d.

H. HIPAA Agreement

Immediately following this page is the executed copy of the requested HIPAA Business Associate Addendum.

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE STATEWIDE CONTRACT ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, "HIPAA") Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement ("Agreement") by and between the West Virginia Department of Administration, Purchasing Division, on behalf of all state agencies executing a release order to the underlying contract to which this Addendum is appended ("Agency"), and the statewide contract vendor, the Business Associate ("Associate"), and is effective as of the date of the Release Order executed by the Agency to participate in the statewide contract.

Whereas the parties have a business relationship; and

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, and the parties do agree to at all times treat the PHI and interpret this Addendum consistently 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.

a. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules.

b. **Privacy Rule.** Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, as amended.

c. **Security Rule.** Security Rule means the Standards for the security of electronic protected health information found at 45 CFR Part 164, Subpart C, as amended.

2. PHI Disclosed; Permitted Uses.

a. **PHI Described.** PHI disclosed by the Agency to the Business Associate, PHI created by the Business Associate on behalf of the Agency, and PHI received by the Business Associate from a third party on behalf of the Agency are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original contract.

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 contract, 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 violate the minimum necessary policies and procedures of the Agency.

3. Obligations of Business Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than stated in this Addendum or as required by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as required by this Addendum or by law.
- c. **Safeguards.** The Associate will use appropriate safeguards 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 employees or 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;
 - (ii) Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure;
 - (iii) Maintenance of a comprehensive 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.
- 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. **Report of Disclosure.** The Associate will promptly report to the Agency, in writing, any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.
- f. **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.
- g. **Documentation.** 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 and 164.526. 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 PHI shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) 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.
- h. **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 PHI 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.
- 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 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.
- j. **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.

k. **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.g. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

l. **Agents, Subcontractors Compliance.** The Associate will ensure that any of its agents, including any 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.

m. **Amendments.** The Associate shall make available to the specific Individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§ 164.524, 164.526, and 164.528 respectively.

n. **Federal Access.** The Associate shall make its internal practices books, and records relating to the use and disclosure of 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.

4. Termination.

a. **Duties at Termination.** Upon any termination of this Addendum, if feasible, the Associate shall return or destroy 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 this Addendum.

b. **Termination For Cause.** Agency may terminate this Addendum if at any time it determines that the Associate has violated a material term of the Addendum. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

c. **Survival.** The respective rights and obligations of Associate under Section 3.k. of this Addendum shall survive the termination of this Addendum.

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.

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 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.

i. **Applicability.** If the Agency which executes the Release Order and Agreement to participate in the underlying statewide contract is not a HIPAA covered entity, per 45 CFR § 160.103, or if the vendor does not use or disclose any PHI, this Addendum shall be null and void.

AGREED:

Name of Business Associate: Efram "Frank" Roe

Signature: [Handwritten Signature]

Title: CEO

Date: 09-03-10

Agency: David Tincher, Director, Purchasing Division, Department of Administration, on behalf of all state agencies executing a release order to the underlying contract to which this Addendum is appended.

Signature _____

Title: CEO

Date: _____

**APPROVED AS TO FORM PRIOR TO
ACKNOWLEDGEMENT THEREOF, THIS**

27th day of July, 2004

**DARRELL V. McGRAW, JR.
ATTORNEY GENERAL**

By: [Handwritten Signature]
DEPUTY ATTORNEY GENERAL



I. Request for Quotation Form (Pages 1-7 of RFQ)

A completed copy of the Request for Quotation can be found immediately following this page.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEBT10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Immediate Credit Recovery, Inc.
 Attn: Cletra C. Wormley
 169 Myers Corners Rd. Suite 110
 Wappingers Falls, NY 12590

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: 09/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO COLLECT DEBTS ON BEHALF OF THE STATE OF WEST VIRGINIA FOR ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS.						

ATTACHMENTS:						
1. SPECIFICATIONS, 7 PAGES						
2. PRICING PAGE, 1 PAGE. BIDDERS MUST USE THIS PRICING PAGE WHEN BIDDING ON THIS RFQ.						
3. VENDOR CERTIFICATION - SHOULD BE RETURNED WITH BID; MUST BE RECEIVED PRIOR TO ANY CONTRACT AWARD.						
4. AGREEMENT ADDENDUM, 1 PAGE. SHOULD BE RETURNED WITH BID; MUST BE RECEIVED PRIOR TO AWARD.						
5. AFFIDAVIT, 1 PAGE. SHOULD BE RETURNED WITH BID; MUST BE RECEIVED PRIOR TO AWARD.						
6. WV STATE GOVERNMENT HIPAA BUSINESS ASSOCIATE STATEWIDE CONTRACT ADDENDUM, 4 PAGES. SHOULD BE RETURNED WITH BID; MUST BE RECEIVED PRIOR TO AWARD.						
7. RESIDENT VENDOR PREFERENCE, MUST BE RETURNED WITH THE BID.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	845-298-0700	09-03-10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO	13-3587371	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEBT10

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

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SHIP TO

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AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: 09/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	%		946-33-99-000		
DEBT COLLECTION SERVICE TO COLLECT DEBTS ON BEHALF OF THE STATE OF WEST VIRGINIA AND/OR ITS SPENDING UNITS PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS OF WEDNESDAY, AUGUST 11, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.4115 E-MAIL: JO.A.ADKINS@WV.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	845-298-0700	9-03-10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
CEO	13-3587371		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY
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ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: 09/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 815-298-0700 DATE: 9-03-10

TITLE: CEO FEIN: 13-3587371 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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 Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: 09/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	815-298-0700	09-03-10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO	13-3587371	

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State of West Virginia
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

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VENDOR

SHIP TO

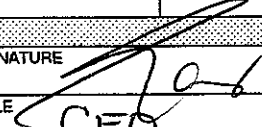
ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: 09/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND 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.						
 SIGNATURE Immediate Credit Recovery, Inc COMPANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	845-298-0700	09-03-10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO	13-3581371	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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 Charleston, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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07/21/2010				

BID OPENING DATE: 09/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
			 09/03/10	DATE	
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				FILE 42		
RFQ. NO.:				DEBT10		
BID OPENING DATE:				SEPTEMBER 8, 2010		
BID OPENING TIME:				1:30PM		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	845-298-0700	09/03/10
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
CEO	13-3587371	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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VENDOR

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: 09/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 845-297-2226 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Frank Roa ----- ***** THIS IS THE END OF RFQ DEBT10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE 845-298-0700	DATE 09-03-10	
TITLE CEO	FEIN 13-3587371	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

J. Additional Required Forms

The following executed and completed forms may be found in order immediately following this page:

- Certification DEBT 10 (page 20 of the RFI)
- Purchasing Affidavit (page 21 of the RFI)
- Agreement Addendum (page 22 of the RFI)
- Vendor Preference Certificate (page 23 of the RFI)

Certification

DEBT10

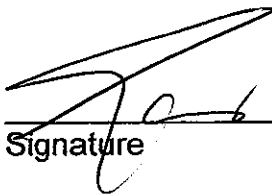
By submitting a signed bid for DEBT10 (Debt Collection Service) – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Immediate Credit Recovery, Inc.
Vendor (Type Name of Company)

169 Myers Corners Rd Ste 110 Wappingers Falls, NY 12590
Address

Efram "Frank" Roa
Name (Type Name)

CEO
Title


Signature

09-03-10
Date

Note: No contract shall be awarded prior to receipt of this certification.

RFQ No. DEBT10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Immediate Credit Recovery, Inc

Authorized Signature: [Signature] Date: 09-03-10

State of New York

County of Dutchess, to-wit:

Taken, subscribed, and sworn to before me this 3 day of September, 2010.

My Commission expires Nov 22, 2013

AFFIX SEAL HERE

NOTARY PUBLIC Wendy Bianco

Wendy Bianco
Notary Public, State of New York
Registration #01B16033485
Qualified In Dutchess County
My Commission Expires Nov. 22, 2013

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

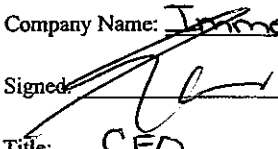
Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Immediate Credit Recovery Inc

Signed:  _____

Title: CEO

Date: 09-03-10

N/A

State of West Virginia

VENDOR PREFERENCE CERTIFICATE


Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Immediate Credit Recovery Inc Signed: 

Date: 09-03-10 Title: CEO

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.