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PURCHASING DIVISION

STATE OF WY



Raise Your Expectations...

September 8, 2010

Jo Ann Adkins
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Re: RFQ No. DEBT10

Dear Ms. Adkins:

On behalf of Joseph, Mann & Creed, I am pleased to present you with our proposal for collection services. Joseph, Mann & Creed's objective is to improve the financial performance of the State of West Virginia's agencies by improving on the collection rate of delinquencies. I trust you will find our response to be a detailed and well organized solution to the State of West Virginia collection services bid.

If awarded, we will immediately comply with all requirements related to the West Virginia Business Registration Certificate, Surety Bonding, and Resident Agent guidelines, to the extent we may not currently.

I encourage you to contact me with any questions you may have regarding our response. We look forward to your favorable review of our proposal and to notification of award.

Regards,

Bill J. Mann Partner/CFO

Joseph, Mann & Creed



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

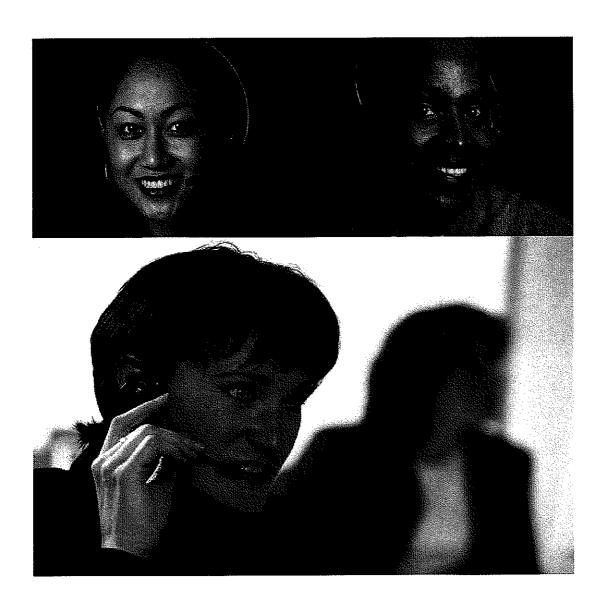
- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All 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.
- In the event the vendor/contractor files for bankruptcy protection, the State may deem 12. BANKRUPTCY: 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 verify that the vendor is licensed and in good standing with the above entities. the director or spending unit to
- 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).



## Statewide Collection Services Bid State of West Virginia RFQ No. DEBT10

#### **Submitted To:**

Jo Ann Adkins
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130
(216) 763-8015 Phone
(304) 558-4115 Facsimile

### Submitted By:

Bill J. Mann Partner/CFO Joseph, Mann & Creed 20600 Chagrin Blvd., Suite 500 Shaker Heights, OH 44122-5304 (216) 763-8015 Phone (216) 831-5616 Facsimile

Submission Deadline: September 8, 2010



### **Table of Contents**

### I. RFQ Attachments

- 1. Specifications
- 2. Pricing Page
- 3. Vendor Certification
- 4. Agreement Addendum
- 5. Affidavit
- 6. WV State Government HIPAA Business Associate Statewide Contract Addendum

#### II. Addendums

Addendum Acknowledgement Form

#### III. Collection Agency Criteria

- 1. Sample Letters
- 2. Sample Reports



## III. Collection Agency Criteria

## All Collection Agencies Must Meet the Following Criteria

**License**: No person, firm, corporation or association shall operate a collection agency or the business of a collection agency in this state without having first applying for and obtaining a business registration certificate.

Joseph, Mann & Creed understands and will comply.

**Bonds**: Each applicant shall file with the state of West Virginia Tax Commissioner a continuing surety bond executed by a corporation licensed to a transact business in the State of West Virginia in the amount of \$5,000.00. A separate bond shall be filed for each agency of the vendor including the principal office and each branch office thereof.

Joseph, Mann & Creed understands and will comply.

Out-of State Collection Agencies: Out-of State collection agencies without an office in the State of West Virginia are restricted to contacting residents of this State for the collection of debts by letters and telephone calls. Prior to award successful bidder is required to designate to the Tax Commissioner a resident agent (name, address and phone number) upon whom notices, orders or other communications may be served and upon whom profess may be served. West Virginia Secretary of State may be designated as the resident agent for service of process pursuant to West Virginia State Code §56-3-33.

Joseph, Mann & Creed understands and will comply.

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

Joseph, Mann & Creed understands and will comply.

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

Joseph, Mann & Creed understands and will comply.



## **Full-Service Collection Requirements and Procedures**

#### The following requirements are mandatory:

#### **Placements**

The full service agency(ies) must have the ability to handle several classifications of accounts separately, in order, to provide the spending unit with information on the collection performance for each class of accounts.

Joseph, Mann & Creed has the ability to handle several classifications of accounts separately, in order to provide the spending unit with information on the collection performance for each class of accounts. We are handling several types of debt from each of the clients we have included as references.

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

Joseph, Mann & Creed understands and will comply.

Upon placement of an account with an agency, the spending unit will forward a letter of transmittal to the collection agency in its designated area.

Joseph Mann & Creed understands and will comply.

#### These transmittals will contain the following:

- Type of account and description of service
- Name of whom the claim is made against
- Address, including zip code
- Balance due
- Date of service or age of account
- Telephone number (optional)
- Previous collection reports received on individual accounts when available
- Any other information deemed important by the spending unit

Joseph, Mann & Creed understands and will comply.





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

Joseph, Mann & Creed understands and will comply.

## **Payments and Reporting**

The collection agency will forward all payments collected during any month by the 15<sup>th</sup> day of the following month to the originating spending unit accompanied by the report specified below. The collection effort will continue until an account is paid in full, except as otherwise restricted, or until the spending unit desires collection efforts to be terminated, or until the 180 day period has elapsed.

Joseph, Mann & Creed understands and will comply.

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

Joseph Mann & Creed understands and will comply.

## The following information must be included in each report by debtor in alphabetical order:

- Debtor's name(s) and social security number(s) or other identification number(s) as agreed upon by the spending unit and collection agency
- Placement date of the accounts
- Beginning amounts to collect
- · Additional amount authorized for collection





- Amounts previously collected, amounts collected for a current month and total collections to date
- Balance owed
- Amount(s) forwarded to spending unit and balance due spending unit
- Fees assessed, amount collected and balance due
- Reason for the returned or closed accounts (if applicable)
- Remarks
- Percent of dollar amounts collected to date
- All collection agencies should have the capacity to add accrued interest to applicable accounts on a monthly basis

Joseph, Mann & Creed understands and will comply.

#### Reports to Purchasing:

Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value, agencies and political subdivisions which have used this contract. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.

Joseph, Mann & Creed understands and will comply. We have included copies of our standard reports with our bid.

#### Reports are to be sent to:

Jo Ann Adkins Department of Administration Purchasing Division 2019 Washington Street, East Charleston, WV 25305

Jo.a.adkins@wv.gov

Joseph, Mann & Creed understands and will comply.





## Litigation

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

Joseph Mann & Creed understands and will comply.

#### **Fees**

Upon payment to the spending unit of all sums collected on behalf of the spending unit by the collection agency, the collection agency will invoice the spending unit for the fee assessed. A collection agency is prohibited from retaining its fee from the amount collected on behalf of the State. Furthermore, fees assessed by the collection agency, for collecting a claim shall never exceed the fee specified in the purchase order issued by the Purchasing Division of the Department of Administration or the amount specified by law.

Joseph, Mann & Creed understands and will comply.

## **Mandatory Conditions**

#### Vendor submitting proposals must utilize the following format

Name, address and telephone number of vendor and the individual responsible for being the point of contact with the State of West Virginia.

Joseph, Mann & Creed's point of contact with the State of West Virginia is:

Bill J. Mann Partner/CFO Joseph, Mann & Creed 20600 Chagrin Blvd., Suite 500 Shaker Heights, OH 44122-5304 Phone (216) 763-8015





#### Vendor must specify it meets the following criteria:

Vendor is full service collection agency capable of handling several classifications of accounts including, but not limited to, educational, medical and any other account assigned to it by the State of West Virginia and/or any of its spending units.

Joseph, Mann & Creed is full service collection agency and U.S. General Services Administration (GSA) contract holder for debt collection capable of handling several classifications of accounts including, but not limited to, educational, medical and any other account assigned to it by the State of West Virginia and/or any of its spending units.

With over 20 years of experience in debt collections, each of our three (3) principals – Paul Joseph, Bill Mann and Perry Creed – bring extensive experience in the collection of debt nationwide for both the public and private sectors. We understand the unique challenges presented in managing the various types of debt from the different state agencies. We are instrumental in driving performance on our other government contracts, including contracts with the States of Minnesota and Montana, and are consistently ranked #1 in competitive project environments by our clients. We also provide excellent customer service and systems support for these contracts. Our broad base of public sector experience combined with proven collection expertise allows us to bring a focused perspective to the State of West Virginia.

Vendor has a West Virginia business franchise registration certificate for each office it maintains in the state.

Joseph, Mann & Creed does not maintain any offices in the state of West Virginia.

Vendor has filed the appropriate surety bonds with the West Virginia State Tax Commissioner.

Joseph, Mann & Creed has filed the appropriate surety bonds with the West Virginia State Tax Commissioner prior to the award of the contract.

Vendor shall describe its experience and capability in providing the services needed and required by the State of West Virginia in collecting claims due. Vendor may provide examples of the usual type of services provided to its clients. Vendor must provide the name, address and telephone number of three (3) living references.

Joseph, Mann & Creed is proud of our strong history of service and performance for our clients. The experience of our principals goes back more than 20 years, and our capabilities are equal to or better than any other agency submitting a proposal in this





engagement. Our capabilities include a fully staffed call center, leading edge technology, sound management, proven work processes, and outstanding quality assurance.

We are not only pleased to present the State of West Virginia with the following references, but also encourage you to contact them.

Company	Contact	Description of Services	
Penton Media 1300 E. 9 <sup>th</sup> Street Cleveland, OH 44114	Ms. Kay Murray- Gaede (216)931-9597	Commercial Advertising	
New Mexico Public Defender 301 N. Guadalupe Suite 101 Santa Fe, NM 87501	Joseph Arquero (505) 476-0757	Fines & Fees	
Acadia Insurance 1 Acadia Commons Westbrook, ME 04098	Joan Gallant (207) 874-5711	Workers' Comp Ins	

Vendor must describe in detail the services it will provide to the State of West Virginia and its spending unit. Vendor should elaborate on the methodology it would use to collect claims, the type of system it would use to track claims, etc. Vendor may offer examples of letters, reports, etc.

Joseph, Mann & Creed will create an individualized collection program for each entity referring accounts, based on the requirements of each. As a result, we will strive to be a top performer for you as we are for many of our clients. Our collection objective is to recover money owed the State of West Virginia, while maintaining ongoing goodwill with your taxpayers. Most agencies would find those traits to be mutually-exclusive, but we continue to prove them wrong.

#### Direct Collection Efforts

Accounts are assigned and queued to collectors for work within 24 hours of placement. An initial demand letter is sent within 24 hours of placement. While debtors are at all times treated with respect, our collectors will promptly begin a telephone campaign for collection of all unpaid premiums by demand, and all other legitimate and ethical means subject to any agreed to limitations. All conduct will be within the framework FDCPA and all local, state, and federal laws.

Collectors maintain a separate queue for new business. Contact with debtors will be diligently attempted within the first 30 days following placement. Contact is defined as actually discussing the debt with the debtor or a representative of the company. Leaving a





message is not considered contact. If contact is made in the first 30 days, the file is placed in the collector's main queue for normal follow-up. This ensures the State of West Virginia accounts receive the best service possible, and is also a function of auditing on a regular basis.

JMC's collection system is governed by standards of operation to ensure that our collectors continue follow-up on client accounts in a timely and diligent manner. A list of all accounts that have not been worked within the standard that we have established is displayed on the collector's computer at the beginning of the day. These accounts are to take priority over all other accounts with the one exception of new business. Once they have worked all accounts that are "out-of-standard" they return to their main file. Large gaps in the dates of the collector's collection call notes are addressed in the monthly audits of their files.

The dates and frequency of which letters are being sent to debtors is monitored in the monthly auditing. Collectors are trained use good judgment when determining when and what type of letter to send. Timing is everything. The collector's immediate supervisor reviews the collector's choice of letter and the need to send it to the debtor on a regular basis. Letters must fit the situation and be sent for a specific reason. All letters are reviewed for compliance by a qualified ACA MAP attorney. If a payment schedule is established, no letters will be sent if payment in full is made within the terms of the schedule.

Sample letters and reports are included for your reference.

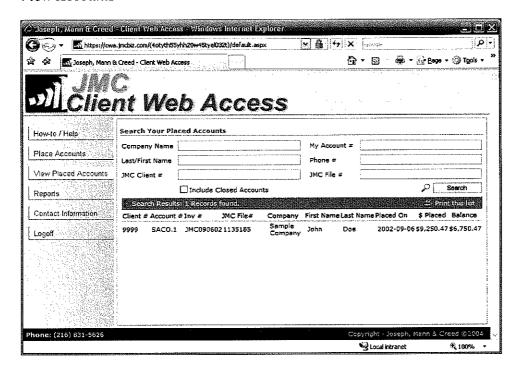
#### Our System and Client Website

CMAX, our collection system, has been designed to document everything that happens to an account, including all contacts, letters, and other communications. Additionally, all transaction history and remittance information is captured in real-time onto the debtor's account. All of this information can be viewed by the State of West Virginia representatives via our secure internet module, CWA. We will provide the State of West Virginia with a complete demonstration of our website and ease of use training as a part of our implementation process. JMC has included sample screenshots on the following pages.

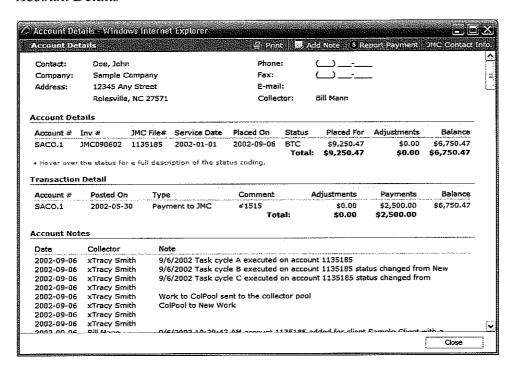




#### View Accounts



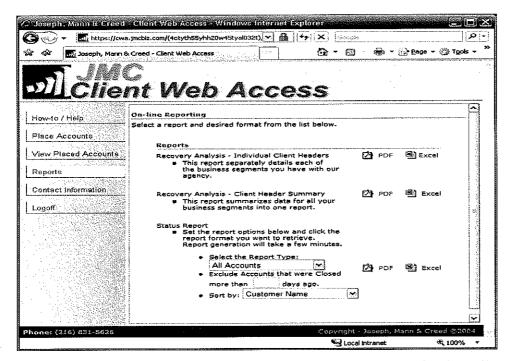
#### Account Details







#### On-Line Reporting



Vendor shall specify on the pricing page the fees it will assess for the collection claims in terms of a percentage. West Virginia State Code §46A-2-128 (C) provides that the maximum allowable fees (including attorney fees and collection costs) cannot exceed 33 1/3% of the debt actually collected. However, colleges and universities may pay an additional 5% of the debt actually collected being 38 1/3%. In addition, fees must remain in effect for the life of the purchase order and any renewal thereof.

Joseph, Mann & Creed understands and will comply. We have specified on the pricing page the fees we will assess for the collection claims as indicated above.

## Confidentiality

The vendor agrees that the vendor will not disclose to anyone, directly or indirectly, an such personally identifiable information or other confidential information gained from the agency, unless the individual who is 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 in made pursuant to the agency's policies, procedures and rules and in compliance with the West Virginia Code §11-10-5d. Vendors should visit <a href="https://www.state.wv.uc/admin/purchase/privacy">www.state.wv.uc/admin/purchase/privacy</a> for the Notice of Agency Confidentiality Policies.





Joseph, Mann & Creed understands and will comply.

HIPAA Business Associate Addendum: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of this Request Quotation.

Joseph, Mann & Creed understands and will comply.

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

Joseph, Mann & Creed has signed and returned the attached the HIPAA Business Associate Addendum as specified.

## **Ordering Procedure**

Agencies must contact the low bidder (#1 on the attached DEBT10 –Synopsis) for their agency first. If this vendor is unable to perform the service, the agency should go to the second low bidder (#2 on the attached DEBT10-Synopsis).

Joseph, Mann & Creed understands and acknowledges the Ordering Procedure.





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

Shaker Hts., OH 44122

## Request for Quotation

RFONUMBER

DEBT10

page 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

Joseph Mann & Creed
Attn: Bill Mann
20600 Chagrin Blvd. Suite 550

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AND POLITICAL SUBDIVISIONS
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34-1940904



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

## Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

JO	ANN	ADKINS
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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

T O

DEBT10

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JO ANN ADKINS 304-558-8802

ADDRESS CORRESPONDENCE TO A TIENTION OF

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

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

### Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

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

FREIGHT TERMS FOB SHIP VIA TERMS OF SALE DATE PRINTED 07/21/2010 01:30PM BID OPENING DATE 09/08/2010 BID OPENING TIME CAT. UNIT PRICE AMOUNT ITEM NUMBER QUANTITY UOP LINE IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY IT IS UNDERSTOOD AND AGREED THE STATE SPENDING UNIT. 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. 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. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. 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. EXHIBIT 10 REQUISITION NO.: SEE REVERSE SIDE FOR TERMS AND CONDITIONS - 3 -701 C

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

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

## DEBT10 Specifications

## To collect debts on behalf of the State of West Virginia and/or its spending units

West Virginia State Code §14-1-18A empowers the Secretary of the Department of Administration to collect, or cause to be collected, debts and claims due the State of West Virginia and/or its spending units. Any changes made in the law will be communicated to the successful vendor(s) by the Purchasing Division of the Department of Administration and made a part of the contract. All collections must be in accordance with West Virginia State Code Chapter 46A. West Virginia Consumer Credit and Protection Act and Chapter 46A-2-122-129. These may be accessed at:

http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=46a&art=2&section=12 2#02

#### **GENERAL**

#### **Full Service Collection Effort:**

The collection agency selected must be a full service agency and have the ability to handle several classifications of accounts, including educational, medical, and any other account assigned to it.

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

#### These spending units are:

Marshall University Huntington, West Virginia

West Virginia State University Institute, West Virginia

Shepherd College Shepherdstown, West Virginia

West Liberty State College West Liberty, West Virginia

Bluefield State College Bluefield, West Virginia

Glenville State College Glenville, West Virginia Concord College Athens, West Virginia

West Virginia Northern Community College Wheeling, West Virginia

West Virginia Graduate College Institute, West Virginia

Potomac State College Keyser, West Virginia

West Virginia University Institute of Technology Montgomery, West Virginia

WV School of Osteopathic Medicine Lewisburg, West Virginia

West Virginia University Morgantown, West Virginia

Fairmont State College Fairmont, West Virginia

Southern West Virginia Community College Logan, West Virginia

West Virginia Division of Highways Charleston, West Virginia

West Virginia Department of Transportation (DMV) Charleston, West Virginia

West Virginia Department of Health and Human Resources Charleston, WV

West Virginia Department of Tax and Revenue Charleston, West Virginia

Barboursville Veterans Home Barboursville, West Virginia

WV Workers' Compensation Charleston, West Virginia

WV Division of Environmental Protection Charleston, West Virginia

Vendor(s) will have the responsibility to collect debts from debtors anywhere within the United States.

#### ALL COLLECTION AGENCIES MUST MEET THE FOLLOWING CRITERIA

**License:** No person, firm, corporation or association shall operate a collection agency or the business of a collection agency in this state without having first applying for and obtaining a business registration certificate.

**Bonds:** Each applicant shall file with the State of West Virginia Tax Commissioner a continuing surety bond executed by a corporation licensed to transact business in the State of West Virginia in the amount of \$5,000.00. A separate bond shall be filed for each agency of the vendor including the principal office and each branch office thereof.

Out-of State Collection Agencies: Out-of State collection agencies without an office in the State of West Virginia are restricted to contacting residents of this State for the collection of debts by letters and telephone calls. Prior to award successful bidder is required to designate to the Tax Commissioner a resident agent (name, address and phone number) upon whom notices, orders or other communications may be served and upon whom process may be served. West Virginia Secretary of State may be designated as the resident agent for service of process pursuant to West Virginia State Code §56-3-33.

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

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

#### **FULL-SERVICE COLLECTION REQUIREMENTS AND PROCEDURES**

#### The following requirements are mandatory:

#### **Placements**

The full service agency(ies) must have the ability to handle several classifications of accounts separately, in order, to provide the spending unit with information on the collection performance for each class of accounts.

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

Upon placement of an account with an agency, the spending unit will forward a letter of transmittal to the collection agency in its designated area.

#### These transmittals will contain the following:

Type of account and description of service

Name of whom the claim is made against

Address, including zip code

Balance due

Date of service or age of account

Telephone number (optional)

Previous collection reports received on individual accounts when available

Any other information deemed important by the spending unit

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

#### **PAYMENTS AND REPORTING**

The collection agency will forward all payments collected during any month by the 15<sup>th</sup> day of the following month to the originating spending unit accompanied by the report specified below. The collection effort will continue until an account is paid in full, except as otherwise restricted, or until the spending unit desires collection efforts to be terminated, or until the 180 day period has elapsed.

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

## The following information must be included in each report by debtor in alphabetical order:

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

Placement date of accounts

Beginning amounts to collect

Additional amount authorized for collection

Amounts previously collected, amounts collected for current month and total collections to date

Balanced owed

Amount(s) forwarded to spending unit and balance due spending unit

Fees assessed, amount collected and balance due

Reason for returned or closed accounts (if applicable)

Remarks

Percent of dollar amounts collected to date

All collection agencies should have the capacity to add accrued interest to applicable accounts on a monthly basis.

#### Reports to Purchasing:

Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value, agencies and political subdivisions which have used this contract. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.

Reports are to be sent to:

Jo Ann Adkins
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Jo.a.adkins@wv.gov

#### LITIGATION:

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

#### FEES:

Upon payment to the spending unit of all sums collected on behalf of the spending unit by the collection agency, the collection agency will invoice the spending unit for the fee assessed. A collection agency is prohibited from retaining its fee from the amount collected on behalf of the

State. Furthermore, fees assessed by a collection agency, for collecting a claim shall never exceed the fee specified in the purchase order issued by the Purchasing Division of the Department of Administration or the amount specified by law.

#### **MANDATORY CONDITIONS:**

#### Vendor submitting proposals must utilize the following format

Name, address and telephone number of vendor and the individual responsible for being the point of contact with the State of West Virginia.

## Vendor must specify it meets the following criteria: (This information should be brief and concise.)

Vendor is a full service collection agency capable of handling several classifications of accounts including, but not limited to, educational, medical and any other account assigned to it by the State of West Virginia and/or any of its spending units.

Vendor has a West Virginia business franchise registration certificate for each office it maintains in the State.

Vendor has filed the appropriate surety bonds with the West Virginia State Tax Commissioner. (This must be completed prior to any award.)

Vendor shall describe its experience and capability in providing the services needed and required by the State of West Virginia in collecting claims due. Vendor may provide examples of the usual type of services provided to its clients. Vendor must provide the name, address and telephone number of three (3) references.

Vendor must describe the services it will provide to the State of West Virginia and its spending unit. Vendor should elaborate on the methodology it would use to collect claims, the type of system it would use to track claims, etc. Vendor may offer examples of letters, reports, etc.

Vendor shall specify on the pricing page the fees it will assess for collecting claims in terms of a percentage. West Virginia State Code §46A-2-128 (C) provides that the maximum allowable fees (including attorney fees and collection costs) cannot exceed 33 1/3% of the debt actually collected. However, colleges and universities may pay an additional 5% of the debt actually collected being 38 1/3%. In addition, fees must remain in effect for the life of the purchase order and any renewal thereof.

#### **CONFIDENTIALITY:**

The vendor agrees that the vendor will not disclose to anyone, directly or indirectly, an 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 in made pursuant to the agency's policies, procedures and rules and in compliance with the West Virginia Code §11-10-5d. Vendors should visit <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a> for the Notice of Agency Confidentiality Policies.

HIPAA Business Associate Addendum: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of this Request for Quotation.

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

#### **ORDERING PROCEDURE:**

Agencies must contact the low bidder (#1 on the attached DEBT10 - Synopsis) for their agency first. If this vendor is unable to perform the service, the agency should go to the second low bidder (#2 on the attached DEBT10 - Synopsis).

#### 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 164.316. 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.
- I. 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.

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: JoSeph, Hann & Creed
Signature: D. J. D. J. C. E.
Date:
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:
Date:
·

APPROVED AS TO FORM PRIOR TO
ACKNOWLEDGEMENT THEREOF, THIS
271 day of July
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

By: Jaun L Way Clar
DEPUTY ATTORNEY GENERAL

## **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	13.5 %
2. Worker's Compensation:	Default Account	9.25 %
3. WV Department of Tax and Revenue:	New Accounts	7%
TCVOITGO.	Levy Account – where our employee is instrumental in the preparation of the levies.	50%
4. Division of Environmental Protection:	Per Debt	9.25%
5. Other Spending Units:	Per Debt Colleges	9.25

## BIDDER CONTACT INFORMATION

Vendor: Joseph, Mann & Creed
Bidder Name (Print): Bill Mann
Contact Name (Print): 13ill Mann
Phone: 2167638015 Fax: 316831 5616
E-mail: bill, manno jncb12. com
Bidders Signature: Domaine

## 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.

Meha Collections, Inc. Aha Joseph, Mann of Greed
Vendor (Type Name of Company)

Doloo Chagrin Blud, Suite 500 Shaker Hts, OH 44122

Address

Bill Mann
Name (Type Name)

Partner (CFO)

Title

Title

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

RFQ No. DEBTIO

#### 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 exceed 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: DSGph, Moun 7 LTC
Authorized Signature: Date: 4-3-2010
State of Ohio
County of Cuyahoga to-wit:
Taken, subscribed, and sworn to before me this 3 day of September 20/0
My Commission expires, 3udith F. Ozmun, Notary Public, 20
State of Ohlo 2/5/11  My Commission Expires 2/5/11  NOTARY PUBLIC Judith Uslaman - Engineer

WV-96 Rev. 10/07

### AGREEMENT ADDENDUM

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

- 1. <u>DISPUTES</u> 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.
- 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. <u>SIMILAR SERVICES</u> 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	<u>VENDOR</u>
Spending Unit:	Company Name: Joseph, Udana Greed
Signed:	Signed: To hand.
Title:	Tide: Partner/CFO
Date:	Date: 9-3, 2010

Rev. 09/08

### 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 prefer Bidder is an individual resident vendor and has resided coing the date of this certification; or,	ence for the reason checked: ntinuously in West Virginia for four (4) years immediately preced-
	Bidder is a partnership, association or corporation residen business continuously in West Virginia for four (4) years it ownership interest of Bidder is held by another individual, maintained its headquarters or principal place of busine preceding the date of this certification; or,  Bidder is a nonresident vendor which has an affiliate or sul	t vendor and has maintained its headquarters or principal place of mmediately preceding the date of this certification; or 80% of the partnership, association or corporation resident vendor who has continuously in West Virginia for four (4) years immediately esidiary which employs a minimum of one hundred state residents
	and which has maintained its headquarters or principal payears immediately preceding the date of this certification	ace of business within West Virginia continuously for the four (4); or,
<b>2</b> .	Application is made for 2.5% resident vendor prefer Bidder is a resident vendor who certifies that, during the working on the project being bid are residents of West Vinjermediately preceding submission of this bid; or,	ence for the reason checked: life of the contract, on average at least 75% of the employees ginia who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headquarters or minimum of one hundred state residents who certifies the	one hundred state residents or is a nonresident vendor with an or principal place of business within West Virginia employing a at, during the life of the contract, on average at least 75% of the les are residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor preferer Bidder meets either the requirement of both subdivisions	ice for the reason checked: (1) and (2) or subdivision (1) and (3) as stated above; or,
<b>5.</b>		ence who is a veteran for the reason checked: ne United States armed forces, the reserves or the National Guard our years immediately preceding the date on which the bid is
6.	purposes of producing or distributing the commodities or o	I States armed forces, the reserves or the National Guard, if, for completing the project which is the subject of the vendor's bid and age at least seventy-five percent of the vendor's employees are
requirer against	ements for such preference, the Secretary may order the Di	a Bidder receiving preference has failed to continue to meet the rector of Purchasing to: (a) reject the bid; or (b) assess a penalty bunt and that such penalty will be paid to the contracting agency order.
authoriz	izes the Department of Revenue to disclose to the Director of	asonably requested information to the Purchasing Division and Purchasing appropriate information verifying that Bidder has paid not contain the amounts of taxes paid nor any other information
and acc	penalty of law for false swearing (West Virginia Code, ccurate in all respects; and that if a contract is issued les during the term of the contract, Bidder will notify the	§61-5-3), Bidder hereby certifies that this certificate is true to Bidder and if anything contained within this certificate ne Purchasing Division in writing immediately.
Bidder:	r:Signe	ed:
Date:	Title:	

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



20600 Chagrin Blvd., Suite 550, Shaker Heights, Ohio 44122-5340

Telephone: 216-831-5626 Fax: 216-831-5616

RE: John Doe: Balance Due : \$119.81

And WV Department Of Taxation

Client Account #: 20594246 JMC Account #: 4047215

June 30, 2008

Be advised that the West Virginia Department of Tax and Revenue has requested my office collect this past due tax obligation.

In regard to the above-captioned claim, please note the following:

- 1). West Virginia Department of Tax and Revenue has forwarded your account information to our office.
- 2). They have asked us to bring this to your attention as they assume it is simply an oversight.

Should you choose to voluntarily pay this obligation, make the check payable to West Virginia Department of Tax and Revenue and mail it using the enclosed self-addressed envelope. If you have any questions regarding this billing, please call 1-866-867-8214, extension 414.

Notice: See reverse side for important information.

Scott R Bonazza Ext. 414 ContactUs@jmcbiz.com

Enclosure

PLEASE DETACH THE BOTTOM PORTION AND RETURN WITH YOUR PAYMENT - RETAIN TOP PORTION FOR YOUR RECORDS

20600 CHAGRIN BLVD., STE 550 SHAKER HTS, OH 44122-5340

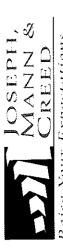
FORWARDING SERVICE REQUESTED

JMC Account # : 4047215

Client Account # : 20594246

No Fee QuickPay @ www.imcquickpay.com Your Access Code: 3820879

John Doe 98 CENTRAL AVE THREE CHURCHES WV 26757-1202



Raise Your Expectations...

Sample Client

For Questions Regarding This Invoice

Bill Mann

Phone: (216) 831-5626 Ext. 237 Email: bill.mann@jmcbiz.com

9999 - Sample Client
Contact Name Changes
MC:///Cocount/

Name (Original) Janice Doe

Name (Changed) Janice Smith

9999 - Sample Client

Address (Changed) 578 Garfield Rd. Cleveland OH 44122 Address (Original) 123 S. Main St. Helena MT Contact Address Changes JMCH / Account # 1989623 / WC019079100

<u>Division Total</u>

**Grand Total** 

64111



### **Net Back Analysis**

Net Back	52.2 %	24.5 %	65.5 %	40.6 %	74.7 %	49.1 %	59.1 %	44.2 %	18.5 %	73.5 %	51.4 %	80.5 %	44.8 %	34.5 %	62.2 %	23.9 %	% 0.92	48.0 %	33.7 %	43.4 %	79.3 %	28.0 %	64.2 %	84.8 %	29.7 %
Fees Billed	\$139,593.39	\$7,328.09	\$7,173.70	\$6,611.67	\$13,756.48	\$14,814.38	\$40,458.03	\$17,856.09	\$3,299.50	\$11,957.17	\$6,363.23	\$9,975.05	\$164,022.92	\$17,331.65	\$23,451.05	\$26,155.84	\$18,266.11	\$11,354.51	\$952.88	\$22,024.44	\$13,673.17	\$4,580.71	\$7,845.84	\$8,943.64	\$9,443.08
Collections	\$866,027.60	\$43,767.27	\$42,528.50	\$37,982.56	\$97,618.35	\$70,289.44	\$280,492.72	\$120,072.46	\$17,438.50	\$75,544.30	\$18,861.00	\$61,432.50	\$847,586.44	\$105,372.12	\$79,043.97	\$134,329.48	\$134,061.38	\$37,908.31	\$5,495.00	\$87,226.97	\$91,133.35	\$25,289.86	\$44,552.35	\$63,492.95	\$39,680.70
Collections	\$400.00					\$400.00																			
Net. Amount	\$1,392,667.45	\$148,540.08	\$53,941.50	\$77,226.61	\$112,192.60	\$112,893.10	\$405,853.02	\$231,082.84	\$76,271.35	\$86,462.23	\$24,318.62	\$63,885.50	\$1,524,812.67	\$255,408.58	\$89,419.60	\$451,913.44	\$152,373.07	\$55,305.75	\$13,476.00	\$150,302.92	\$97,652.55	\$35,686.01	\$57,152.85	\$64,342.95	\$101,778.95
Dollars	\$233.162.85	\$38,081.00	\$2,065.50	\$0.00	\$3,782.50	\$0.00	\$16,353.70	\$8,613.00	\$17,067.75	\$126,932.50	\$0.00	\$20,266.90	\$50,212.02	\$0.00	\$0.00	\$6,446.64	\$18,651.11	\$0.00	\$0.00	\$5,374.55	\$11,163.24	\$0.00	\$1,116.48	\$7,460.00	\$0.00
# Accts	4010131516 17	8	_	0	_	0	4	4	2	_	0	2	6	0	0	2	~	0	0	_	2	0	2	<b>-</b>	0
Dollars	\$1.625.830.30	\$186,621.08	\$56,007.00	\$77,226.61	\$115,975.10	\$112,893.10	\$422,206.72	\$239,695.84	\$93,339.10	\$213,394.73	\$24,318.62	\$84,152.40	\$1,575,024.69	\$255,408.58	\$89,419.60	\$458,360.08	\$171,024.18	\$55,305.75	\$13,476.00	\$155,677.47	\$108,815.79	\$35,686.01	\$58,269.33	\$71,802.95	\$101,778.95
le Client # Accts	୍ଲ ଅଟେବର 154	16	12	17	တ	ស	26	28	13	12	5	7	154	23	∞	37	12	ß	7	17	တ	တ	4	4	4
Client: 9999 - Sample Client Placed # Accts Builing	Totals	February	March	April	May	June	July	August	September	October	November	December	Totals	January	February	March	April	May	June	July	August	September	October	November	December
Client:	2001												2002	LONG NUMBER CALLES ON STREET											

Placed Durfing		# Accts Placed	Dollars Placed	# Accts Adjusted	Dollars Aditisted	Net Amount	Collections For Jan	Collections To-Date	Fees Billed	Net Back
2003	Totals	89	\$786,711.58	6	\$149,300.85	\$637,410.73		\$360,951.06	\$66,314.98	46.2 %
	January	9	\$63,245.50	2	\$7,385.50	\$55,860.00		\$5,800.00	\$794.00	% 0.6
	February	∞	\$62,373.10	~	\$4,430.00	\$57,943.10		\$45,692.10	\$8,862.99	63.6 %
	March	7	\$51,807.99	0	\$0.00	\$51,807.99		\$38,918.90	\$12,029.16	51.9 %
	April	7	\$118,981.67	<b>~</b>	\$31,270.45	\$87,711.22		\$87,711.22	\$10,544.91	88.0 %
	May	4	\$10,234.46	0	\$0.00	\$10,234.46		\$8,994.46	\$1,619.02	72.1 %
	June	14	\$210,994.47	2	\$42,878.00	\$168,116.47		\$100,336.78	\$20,170.10	47.7 %
	July	4	\$29,379.60	0	\$0.00	\$29,379.60		\$24,984.60	\$4,089.00	71.1 %
	August	4	\$26,069.34	~	\$6,051.15	\$20,018.19		\$13,385.00	\$2,243.70	22.7 %
	September	4	\$108,228.20	_	\$1,615.00	\$106,613.20		\$5,000.00	\$810.00	3.9 %
	October	S.	\$84,970.25	<b>~</b>	\$55,670.75	\$29,299.50		\$16,452.00	\$2,690.42	47.0 %
	December	5	\$20,427.00	0	\$0.00	\$20,427.00		\$13,676.00	\$2,461.68	54.9 %
2004	Totals	41	\$141,720.12	4	\$13,899.09	\$127,821.03	\$850.00	\$102,082.00	\$18,084.56	65.7 %
	January	_	\$5,800.00	0	\$0.00	\$5,800.00		\$5,200.00	\$936.00	73.5 %
	February	4	\$12,535.50	<b>~</b>	\$2,150.00	\$10,385.50		\$10,108.00	\$1,864.44	79.4 %
	March	က	\$3,899.00	0	\$0.00	\$3,899.00		\$1,719.00	\$386.78	34.2 %
	April	9	\$47,461.45	<del>-</del>	\$9,255.09	\$38,206.36		\$35,314.83	\$5,906.63	77.0 %
	May	က	\$9,956.75	0	\$0.00	\$9,956.75		\$8,941.75	\$1,719.39	72.5 %
	June	က	\$10,924.00	0	\$0.00	\$10,924.00		\$7,124.00	\$1,282.32	53.5 %
	July	7	\$12,249.42	-	\$295.00	\$11,954.42	\$850.00	\$11,754.42	\$2,189.42	80.08
	September	က	\$6,049.00	Ψ-	\$2,199.00	\$3,850.00		\$2,500.00	\$450.00	53.2 %
	October	~	\$2,500.00	0	\$0.00	\$2,500.00				0.0 %
	November	9	\$10,220.00	0	\$0.00	\$10,220.00		\$4,320.00	\$903.38	33.4 %
	December	4	\$20,125.00	0	\$0.00	\$20,125.00		\$15,100.00	\$2,446.20	62.9 %
2005	Totals	33	\$188,609,43	3	\$15,017.55	\$173,591.88	\$1,500.00	\$79,252.94	\$13,195.24	38.1%
	January	9	\$35,200.60	1	\$10,742.05	\$24,458.55		\$19,367.05	\$2,958.81	67.1 %
	February	9	\$25,686.29	2	\$4,275.50	\$21,410.79		\$5,623.29	\$966.97	21.7 %
	March	4	\$34,865.60	0	\$0.00	\$34,865.60		\$12,765.60	\$2,297.81	30.0 %
	April	က	\$21,099.75	0	\$0.00	\$21,099.75		\$9,724.75	\$1,640.21	38.3 %
	May	4	\$12,690.65	0	\$0.00	\$12,690.65		\$11,267.75	\$2,104.70	72.2 %
	June	4	\$6,517.00	0	\$0.00	\$6,517.00		\$2,087.00	\$451.58	25.1 %
	July	•	\$34,032.04	0	\$0.00	\$34,032.04		\$10,200.00	\$1,377.00	25.9 %
	August	~	\$2,592.50	0	\$0.00	\$2,592.50		\$2,592.50	\$466.66	82.0 %
	October	က	\$5,925.00	0	\$0.00	\$5,925.00		\$1,125.00	\$202.50	15.6 %
Charles and Annual Charles (Charles Charles and Charle	December		\$10,000.00	0	\$0.00	\$10,000.00	\$1,500.00	\$4,500.00	\$729.00	37.7%
2006	Totals	3	\$8,551.98	0	\$0.00	\$8,551.98		\$1,315.50	\$295.99	11.9%
	January	2	\$3,551.98	0	\$0.00	\$3,551.98		\$1,315.50	\$295.99	28.7 %
	February	-	\$5,000.00	0	\$0.00	\$5,000.00				% 0.0
Client: 99	9999 Total	453	\$4,326,448.10	42	\$461,592.36	\$3,864,855.74	\$2,750.00	\$2,257,215.54	\$401,507.08	48.0 %
<b>Grand To</b>	Total	453	\$4,326,448.10	42	\$461,592.36	\$3,864,855.74	\$2,750.00	\$2,257,215.54	\$401,507.08	48.0 %
					(			-	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	



### Client: 9999 - Sample Client

Placed During		#Acets PErcel		Third Tability of produced	Pollari Militari	Net Amorina	Collection	Collections 119300	Feet Build	NETHICK
2001	Totals	154	\$1,625,830.30	4	\$233,162.85	\$1,392,667.45	\$400.00	\$966,027.60	\$139,593,39	52.2 %
	February	16	\$186,621.08	<b>8</b>	\$38,081.00	\$148,540.08		\$43,767.27	\$7,328.09	24.5 %
	March	12	\$56,007.00	-	\$2,065.50	\$53,941.50		\$42,528.50	\$7,173.70	65.5 %
	April	17	\$77,226.61	0	\$0.00	\$77,226.61		\$37,982.56	\$6,611.67	40.6 %
	May	6	\$115,975.10	-	\$3,782.50	\$112,192.60		\$97,618.35	\$13,756.48	74.7 %
	June	ທ	\$112,893.10	0	\$0.00	\$112,893.10	\$400.00	\$70,289.44	\$14,814.38	49.1 %
	July	26	\$422,206.72	4	\$16,353.70	\$405,853.02		\$280,482.72	\$40,458.03	59.1 %
	August	28	\$239,695.84	4	\$8,613.00	\$231,082.84		\$120,072.46	\$17,856.09	44.2 %
	September	13	\$93,339.10	8	\$17,067.75	\$76,271.35		\$17,438.50	\$3,299.50	18.5 %
	October	12	\$213,394.73	-	\$126,932.50	\$86,462.23		\$75,544.30	\$11,957.17	73.5 %
	November	гO	\$24,318.62	٥	\$0.00	\$24,318.62		\$18,861.00	\$6,363.23	51.4 %
	December	7	\$84,152.40	2	\$20,266.90	\$63,885.50		\$61,432.50	\$9,975.05	80.5 %
2002	Totals	154	\$1,575,024.69	6	\$50,212.02	\$1,524,812.67		\$847,586.44	\$164,022.92	44.8%
	January	23	\$255,408.58	0	\$0.00	\$255,408.58		\$105,372,12	\$17,331.65	34.5 %
	February	&	\$89,419.60	0	\$0.00	\$89,419.60		\$79,043.97	\$23,451.05	62.2 %
	March	37	\$458,360.08	2	\$6,446.64	\$451,913.44		\$134,329,48	\$26,155.84	23.9 %
	April	12	\$171,024.18	-	\$18,651.11	\$152,373.07		\$134,061.38	\$18,266,11	76.0 %
	May	ĸ	\$55,305.75	0	\$0.00	\$55,305.75		\$37,908.31	\$11,354.51	48.0 %
	June	2	\$13,476.00	0	\$0.00	\$13,476.00		\$5,495,00	\$952.88	33.7 %
	July	17	\$155,677.47	-	\$5,374.65	\$150,302.92		\$87,226.97	\$22,024.44	43.4 %
	August	o	\$108,815.79	2	\$11,163.24	\$97,652.55		\$91,133.35	\$13,673.17	79.3 %
	September	6	\$35,686.01	0	\$0.00	\$35,686.01		\$25,289.86	\$4,580.71	28.0 %
	October	4	\$58,269.33	C)	\$1,116.48	\$57,152.85		\$44,552.35	\$7,845.84	64.2 %
	November	4	\$71,802.95	•	\$7,460.00	\$64,342.95		\$63,492.95	\$8,943.64	84.8 %
	December	41	\$101,778.95	0	\$0.00	\$101,778.95		\$39,680.70	\$9,443.08	29.7 %
Ē		7								
During	W.	ccisPlaced	Distributed	Preprinted	DollarsAdjusted	Ne vinori	Collections for Jan	Collection to Date		Ž B
2003	Totals	89	\$786,711.58	6	\$148,300.85	\$637,410.73		\$360,951.06	\$66,314,98	46.2 %
	January	မ	\$63,245.50		\$7,385.50	\$55,880.00		\$5,800.00	\$794.00	% 0.6

\$1	\$\$1,807.99 \$\$10,234.46 \$\$10,234.46 \$\$29,379.60 \$\$20,016.19 \$\$10,613.20 \$\$20,427.00 \$\$10,385.50 \$\$3,989.00 \$\$10,385.50 \$\$10,324.00 \$\$11,924.42 \$\$3,980.00 \$\$11,924.42 \$\$3,980.00 \$\$11,924.42 \$\$3,980.00 \$\$11,924.42 \$\$3,450.00 \$\$2,500.00 \$\$2,500.00 \$\$2,458.55 \$\$24,458.55 \$\$34,458.55	12 12 N S & W W W W W W W W W W W W W W W W W W	\$10,544.91 \$10,544.91 \$1,619.02 \$1,619.02 \$20,170.10 \$4,089.00 \$1,11.16 \$2,243.70 \$2,680.42 \$1,10.86 \$2,461.68 \$1,844.41 \$1,884.44 \$1,884.44 \$1,884.44 \$1,18.39 \$1,18.39 \$1,18.39 \$1,18.39 \$2,189.42 \$1,18.39 \$2,189.42 \$1,18.39 \$2,189.42 \$2,189.42 \$34.26 \$3.26
April         7         sinsensor         1         ssizzoud           Junne         14         sinsensor         2         stizzeno           July         4         sinsensor         2         stizzeno           July         4         sinsensor         2         stizzeno           July         4         sinsensor         2         stizzeno           Anguest         4         sinsensor         1         stizzeno           October         5         stizzeno         1         stizzeno           December         4         sinsensor         1         stizzeno           April         stizzeno         1         stizzeno         1         stizzeno           March         3         stizzeno         1         stizzeno         1         stizzeno           April         stizzeno         1         stizzeno         1         stizzeno           March         3         stizzeno         1         stizzeno           December         3         stizzeno         1         stizzeno           November         6         stizzeno         1         stizzeno           April         3         stizzeno	\$10,234,46 \$10,234,46 \$20,370,60 \$20,018.19 \$106,613,20 \$220,427,00 \$220,427,00 \$11,285,50 \$11,285,50 \$11,284,42 \$11,594,42 \$11,594,42 \$11,594,42 \$21,410,79 \$24,458,59 \$24,468,59 \$24,468,59		
May         4         \$10,234.46         0         \$00.00           June         14         \$21,034.47         2         \$42,010.00           July         4         \$51,034.47         2         \$42,010.00           August         4         \$51,032.22         1         \$50.00           October         5         \$44,727.01         4         \$50.00           Jordal         41         \$51,720.12         4         \$50.00           Jordal         41         \$51,720.12         4         \$51,000.00           Jordal         41         \$51,720.12         4         \$51,000.00           Jordal         41         \$51,200.00         0         \$50.00           June         3         \$51,200.00         0         \$50.00           July         7         \$51,200.00         0         \$50.00           July         7         \$51,200.00         0         \$50.00           July         7         \$51,200.00         0         \$50.00           July         4         \$51,000.00         0         \$50.00           July         4         \$51,000.00         0         \$50.00           March         4<	\$10,234.46 \$168,116.47 \$29,376.60 \$29,29.50 \$29,29.50 \$29,29.50 \$29,29.50 \$3,986.05 \$10,224.00 \$11,554.42 \$3,500.00 \$10,220.00 \$24,458.55 \$21,410.79 \$34,468.50		
Julie         14         \$210,084.47         2         \$42,080.0           August         4         \$50,088.34         1         \$40,000.1           August         4         \$50,082.22.20         1         \$50,015.0           October         5         \$84,70.42         4         \$50,007.5           December         4         \$40,470.0         4         \$10,000.5           January         4         \$40,470.0         4         \$10,000.5           January         4         \$12,288.0         6         \$2,100.0           April         \$6         \$47,461.46         1         \$2,100.0           April         \$6         \$47,461.46         1         \$2,100.0           July         7         \$12,286.0         1         \$2,100.0           April         \$6         \$47,461.46         1         \$2,100.0           July         7         \$12,286.0         1         \$2,100.0           October         9         \$2,100.0         2         \$2,100.0           April         3         \$2,280.0         2         \$2,100.0           October         4         \$2,280.0         2         \$2,100.0 <t< th=""><th>\$168,116.47 \$29,379.60 \$20,016.19 \$106,613.20 \$29,427.00 \$110,385.50 \$3,986.00 \$110,224.00 \$110,224.00 \$110,224.00 \$110,224.00 \$110,224.00 \$22,500.00 \$22,500.00 \$23,458.55 \$234,458.55 \$234,458.55</th><th></th><th></th></t<>	\$168,116.47 \$29,379.60 \$20,016.19 \$106,613.20 \$29,427.00 \$110,385.50 \$3,986.00 \$110,224.00 \$110,224.00 \$110,224.00 \$110,224.00 \$110,224.00 \$22,500.00 \$22,500.00 \$23,458.55 \$234,458.55 \$234,458.55		
July         4         \$22,022.00         \$0.00           August         4         \$22,022.00         \$0.00           September         4         \$100,222.00         \$1.00         \$1.00           October         5         \$22,027.00         1         \$15,015.00           December         5         \$20,477.00         1         \$15,015.00           December         4         \$12,255.80         1         \$15,015.00           January         1         \$20,000         1         \$100.00           April         6         \$41,255.80         1         \$100.00           May         3         \$12,255.80         1         \$100.00           July         7         \$12,256.00         1         \$100.00           July         3         \$12,256.00         1         \$100.00           July         3         \$12,256.00         1         \$100.00           November         6         \$25,000.00         0         \$100.00           Cockber         3         \$12,250.00         1         \$100.00           November         6         \$25,000.00         0         \$100.00           May         4         \$100	\$29,379,60 \$29,296,50 \$29,296,50 \$20,427,00 \$10,286,50 \$10,286,50 \$10,224,00 \$11,954,42 \$11,504,42 \$11,504,00 \$11,504,00 \$11,504,00 \$11,504,00 \$11,504,00 \$11,504,00 \$11,00		
August         4         \$25,000 34         1         \$605115           September         4         \$144,272.20         1         \$15,151.00           October         5         \$20,477.00         1         \$15,151.00           December         5         \$20,477.00         1         \$50.00           Totals         41         \$14,720.12         4         \$15,151.00           January         1         \$2,000.00         4         \$15,151.00           April         6         \$4,481.73         1         \$10.00           March         3         \$12,255.80         1         \$10.00           July         7         \$1,481.00         1         \$10.00           July         3         \$1,481.00         1         \$2,160.00           July         4         \$2,100.00         1         \$2,160.00           October         3         \$1,481.00         1         \$2,160.00           July         4         \$2,500.00         1         \$2,000.00           December         5         \$2,500.00         2         \$2,000.00           March         4         \$2,440.00         2         \$2,000.00           M	\$20,018.19 \$106,613.20 \$20,290.50 \$20,427.00 \$20,427.00 \$10,385.50 \$3,890.00 \$31,0385.50 \$31,0324.00 \$31,0324.00 \$31,024.00 \$32,500.00 \$22,400.00 \$22,4458.55 \$21,410.79 \$34,488.50		
September         4         \$1006,288.20         1         \$155,000           October         5         \$84,772.01         1         \$155,000           December         5         \$84,772.01         1         \$150,000           Totalis         41         \$141,772.01         4         \$150,000           January         1         \$151,000         30.00         \$100         \$100           April         6         \$17,000         \$1,000         \$100         \$100         \$100           April         6         \$1,246.42         1         \$2,160         \$100	\$106,613.00 \$29,296.50 \$20,427.00 \$12,826.00 \$1,385.50 \$3,986.00 \$11,984.42 \$10,220.00 \$11,254.00 \$22,500.00 \$22,458.55 \$24,458.55 \$21,410.79 \$34,865.60		
October         5         984,970.25         1         \$55,00.75           December         5         \$80,472.08         1         \$55,00.08           Tolitals         41         \$44,720.01         4         \$10,000           January         1         \$80,000.00         0         \$0.00           February         4         \$12,255.50         1         \$2,150.00           March         3         \$12,249.42         1         \$2,150.00           April         3         \$10,249.42         1         \$2,150.00           July         7         \$12,249.42         1         \$2,150.00           September         3         \$1,124.04         1         \$2,150.00           July         3         \$1,124.04         2         \$2,150.00           September         4         \$2,150.00         3         \$2,150.00           July         4         \$2,150.00         3         \$2,150.00           December         4         \$2,150.00         3         \$2,150.00           April         3         \$2,150.00         3         \$2,150.00           April         3         \$2,150.00         3         \$2,150.00	\$20,420.00 \$10,285.50 \$10,285.50 \$3,898.00 \$11,284.42 \$1,5024.00 \$11,284.42 \$3,860.00 \$2,500.00 \$22,500.00 \$23,458.65 \$21,410.79 \$34,488.65		
December         5         statization         4         \$14172acis         4         \$1538990           January         1         \$154072acis         4         \$153890         50.00           January         4         \$12,555.80         1         \$10.00           February         5         \$2,586.00         6         \$2,000           March         3         \$1,444.45         6         \$2,000           April         6         \$2,744.45         6         \$2,000           June         3         \$1,244.40         6         \$2,000           July         7         \$1,244.40         6         \$2,000           December         4         \$1,244.60         6         \$2,000           December         4         \$2,490         6         \$2,000           April         3         \$2,490         6         \$2,400           April         4         \$2,490         6         \$2,400	\$20,427.00 \$12,427.00 \$5,800.00 \$10,385.50 \$3,986.00 \$10,924.00 \$11,954.42 \$11,564.42 \$2,500.00 \$2,460.00 \$24,468.56 \$34,468.56		
Jonales         41         \$44770-12         4         \$15,000           January         1         \$2,000         \$0.00           February         4         \$12,535.90         1         \$2,100           March         3         \$2,389.00         0         \$0.00           April         6         \$47,461.45         1         \$2,500           May         3         \$100,220.00         0         \$0.00           July         7         \$12,240.42         1         \$2,500           September         3         \$10,220.00         0         \$0.00           November         6         \$10,220.00         0         \$0.00           November         6         \$25,000         0         \$0.00           March         4         \$23,485.60         0         \$0.00           April         35,473.00         0	\$5,177,021,03 \$5,800,00 \$10,385,50 \$3,808,00 \$3,808,00 \$11,854,42 \$110,224,00 \$11,554,42 \$2,500,00 \$10,220,00 \$22,458,55 \$24,458,55 \$34,458,56 \$34,458,56 \$34,458,56		
Pebruary         4         \$12,558.89         1         \$2,160.00           March         3         \$3,899.00         1         \$2,160.00           April         6         \$47,461.45         1         \$2,000           May         3         \$10,924.00         1         \$2,000           June         3         \$10,924.00         1         \$2,000           July         7         \$12,240.42         1         \$2,000           July         7         \$1,220.00         1         \$2,000           September         6         \$1,020.00         \$0.00         \$0.00           October         1         \$2,000         \$0.00         \$0.00           November         6         \$30,000         \$0.00         \$0.00           December         4         \$22,000.00         1         \$0.00           April         3         \$34,935.60         0         \$0.00           July         4         \$24,935.60         0         \$0.00           July         4         \$34,935.60         0         \$0.00           July         4         \$34,935.60         0         \$0.00           July         \$4,000.00	\$10,385.50 \$3,989.00 \$38,206.36 \$10,924.00 \$11,924.42 \$3,650.00 \$2,500.00 \$10,220.00 \$10,220.00 \$21,400.00 \$21,400.00 \$24,458.55 \$31,410.79		
March         3         \$3,899.00         0         \$0.00           April         6         \$47,461.45         1         \$9,250.00           May         3         \$4,061.45         1         \$9,250.00           June         3         \$10,224.00         0         \$9,000           July         7         \$1,244.42         1         \$2,590.00           July         7         \$1,244.42         1         \$2,590.00           September         3         \$1,0220.00         0         \$0.00           October         1         \$2,590.00         0         \$0.00           November         6         \$1,0220.00         0         \$0.00           December         4         \$2,590.00         1         \$1,072.00           April         3         \$2,109.00         0         \$1,072.00           April         4         \$1,240.00         0         \$1,000.00           July         1         \$2,409.00         0         \$1,000.00           July         1         \$2,409.00         0         \$1,000.00           December         1         \$1,000.00         0         \$1,000.00           August	\$3.898.00 \$3.8206.36 \$10.924.00 \$11.954.42 \$3.650.00 \$2.500.00 \$10.220.00 \$20.126.00 \$20.126.00 \$21.410.79 \$3.4,488.56 \$3.1,410.79	<i></i>	
April         6         \$47,461.45         1         \$92556.09           May         3         \$10,224.00         0         \$0.00           Julne         3         \$10,224.02         1         \$2,245.00           July         7         \$12,244.22         1         \$2,245.00           September         3         \$8,048.00         0         \$0.00           October         1         \$2,246.00         0         \$0.00           November         6         \$10,220.00         0         \$0.00           November         4         \$10,220.00         0         \$0.00           November         4         \$24,600.00         0         \$0.00           April         33         \$1,600.00         0         \$0.00           April         3         \$24,600.60         0         \$0.00           May         4         \$24,600.60         0         \$0.00           May         4         \$24,600.60         0         \$0.00           July         1         \$24,000.00         0         \$0.00           August         1         \$10,000.00         0         \$0.00           October         3	\$38.206.36 \$10.924.00 \$11,954.42 \$3.650.00 \$3,650.00 \$10,220.00 \$20,125.00 \$20,125.00 \$21,407.99 \$34,488.56 \$3,486.60	<i>.</i>	
May         3         \$9,966.75         0         \$0.00           Junne         3         \$10,224.00         0         \$0.00           July         7         \$12,494.42         1         \$2,000           September         3         \$6,048.00         1         \$2,000           October         1         \$2,100         \$0         \$200           November         6         \$1,0220.00         0         \$2,000           December         4         \$21,022.00         0         \$0.00           December         5         \$25,000         0         \$0.00           Abrills         5         \$25,000         0         \$0.00           Abrill         3         \$21,093.75         0         \$0.00           May         4         \$1,496.60         0         \$0.00           July         1         \$2,496.60         0         \$0.00           July         1         \$1,000.00         0         \$0.00           Actober         1         \$1,000.00         0         \$0.00           Actober         1         \$1,000.00         0         \$0.00           Actober         1         \$1,000.00 <th>\$10,924.00 \$11,924.42 \$3,650.00 \$2,500.00 \$10,220.00 \$10,220.00 \$20,125.00 \$21,458.55 \$21,410.79 \$34,485.50</th> <th></th> <th></th>	\$10,924.00 \$11,924.42 \$3,650.00 \$2,500.00 \$10,220.00 \$10,220.00 \$20,125.00 \$21,458.55 \$21,410.79 \$34,485.50		
June         3         \$10,240.42         0         \$0.00           July         7         \$12,240.42         1         \$20,000           September         3         \$6,048.00         1         \$2,199.00           October         1         \$2,199.00         0         \$0.00           November         6         \$1,0220.00         0         \$0.00           November         3         \$1,600.00         0         \$0.00           December         4         \$20,125.00         0         \$0.00           Totals         33         \$1,600.00         0         \$0.00           Hebruary         6         \$25,600.00         0         \$0.00         \$0.00           March         4         \$1,000.00         0         \$0.00	\$10,924.00 \$11,954.42 \$3,850.00 \$2,500.00 \$10,220.00 \$20,126.00 \$21,458.65 \$21,410.79 \$34,885.60	v) es	
July         7         \$12,49.42         1         \$226.00           September         3         \$6,448.00         1         \$2,190.00           October         1         \$2,500.00         9,000           November         6         \$10,220.00         0         \$0.00           December         4         \$20,126.00         0         \$0.00           Totalis         5         \$148,006.43         1         \$16,07.05           January         6         \$25,006.00         1         \$16,07.05           March         4         \$24,665.60         0         \$10,00           May         4         \$12,690.65         0         \$10,00           July         1         \$24,000.65         0         \$10,00           July         1         \$24,000.60         0         \$10,00           August         1         \$10,000.00         0         \$10,00           December         1         \$10,000.00         0         \$10,00           August         1         \$10,000.00         0         \$10,00           Becember         1         \$10,000.00         0         \$10,00           Becamber         1	\$11,954,42 \$860.00 \$3,650.00 \$2,500.00 \$10,220.00 \$20,125.00 \$20,125.00 \$21,458.55 \$21,410.79 \$34,488.50		
September         3         \$6,049.00         1         \$2,190.00           October         1         \$1,500.00         0         \$0.00           November         6         \$10,220.00         0         \$0.00           December         4         \$20,125.00         0         \$0.00           Totalis         33         \$188,000,43         3         \$15,074.20           January         6         \$25,500.60         1         \$10,742.05           February         6         \$25,600.60         2         \$4,275.50           March         4         \$34,605.60         0         \$0.00           Anily         1         \$24,090.65         0         \$0.00           July         1         \$24,090.65         0         \$0.00           August         1         \$24,090.65         0         \$0.00           October         3         \$5,925.00         0         \$0.00           December         1         \$10,000.00         0         \$0.00           \$1         \$2,000.00         0         \$0.00         \$0.00           \$2,000.00         0         \$2,000         \$0.00         \$0.00           \$2,000.00 <th>\$3,850.00 \$2,500.00 \$20,125.00 \$72,458.55 \$21,410.79 \$34,486.50</th> <th>-</th> <th></th>	\$3,850.00 \$2,500.00 \$20,125.00 \$72,458.55 \$21,410.79 \$34,486.50	-	
October         4         \$2,500.00         6         \$0.00           November         6         \$10,220.00         0         \$0.00           December         4         \$20,126.00         0         \$0.00           Totalis         33         \$1480,004         3         \$15,077.50           January         6         \$22,006         1         \$10,742.06           February         6         \$25,866.29         2         \$10,742.06           March         4         \$34,865.60         0         \$10,742.06           May         4         \$12,690.65         0         \$10,00           May         4         \$4,277.50         0         \$10,00           July         1         \$24,032.04         0         \$10,00           July         1         \$10,00         0         \$10,00           December         1         \$10,00         0         \$10,00           December         1         \$10,00         0         \$10,00           1         \$10,00         0         \$10,00         \$10,00           1         \$10,00         0         \$10,00         \$10,00         \$10,00           1	\$2,500.00 \$10,220.00 \$20,125.00 \$7173.691.895 \$21,410.79 \$34,885.60		.,
November         6         \$10,220.00         0         \$0.00           December         4         \$20,125.00         0         \$0.00           Totalis         33         \$1686.02         3         \$16,072.05           January         6         \$25,086.29         1         \$10,742.05           March         4         \$24,865.60         0         \$10,072.05           March         4         \$12,893.75         0         \$10,00           April         3         \$21,993.75         0         \$10,00           June         4         \$6,517.00         0         \$10,00           July         1         \$24,932.00         0         \$10,00           August         1         \$2,932.00         0         \$10,00           October         3         \$6,932.00         0         \$10,00           December         1         \$10,000.00         0         \$10,00           Totalis         3         \$8,936.00         0         \$10,00           Totalis         3         \$8,936.00         0         \$10,00           Totalis         3         \$10,00         \$10,00         \$10,00           Totalis	\$10,220.00 \$20,125.00 \$173,681.68: \$24,458.55 \$21,410.79 \$34,885.60		
December         4         s20,125.00         %         \$50.00           Totalis         3         \$168,609.43         3         \$150,07.56           January         6         \$22,006.00         1         \$10,742.06           February         6         \$22,686.29         2         \$4,275.00           March         4         \$24,865.60         0         \$0.00           Aprill         3         \$1,690.65         0         \$0.00           May         4         \$1,690.65         0         \$0.00           June         4         \$6,517.00         0         \$0.00           July         1         \$24,032.04         0         \$0.00           August         1         \$2,592.50         0         \$0.00           October         3         \$6,597.00         0         \$0.00           December         1         \$10,000.00         0         \$0.00           Totalis         3         \$6,597.00         0         \$0.00           Angust         1         \$10,000.00         0         \$0.00         \$0.00           Angust         1         \$2,592.50         0         \$0.00         \$0.00         \$0.00	\$20,125.00 \$173.561.68 \$24,468.55 \$21,410.79 \$34,865.60		
Totalis         33         fission42         3         \$16,017.55           January         6         \$25,000.50         1         \$10,742.05           February         6         \$25,666.29         2         \$4,775.50           March         4         \$34,865.60         0         \$0.00           April         3         \$21,690.65         0         \$0.00           May         4         \$12,690.65         0         \$0.00           July         1         \$2,592.50         0         \$0.00           August         1         \$2,592.50         0         \$0.00           December         1         \$10,000.00         0         \$0.00           Totals         3         \$5,925.00         0         \$0.00           Totals         3	\$172.551.885 \$24,458.55 \$21.410.79 \$34,885.60		\$2,446.20 62.9 %
February         6         \$25,686.29         2         \$4,75.50           March         4         \$34,865.60         0         \$0.00           April         3         \$21,098.75         0         \$0.00           May         4         \$12,690.65         0         \$0.00           June         4         \$6,517.00         0         \$0.00           July         1         \$24,932.40         0         \$0.00           August         1         \$2,592.50         0         \$0.00           October         3         \$4,935.00         0         \$0.00           December         1         \$10,000.00         0         \$0.00           Trialls         3         \$6,616.10         0         \$0.00	\$21,410.79 \$34,865.60		\$13,165.24 38.1 % \$2,958.81 67.1 %
March         4         \$34,865.60         0         \$0.00         \$0           April         3         \$21,093.75         0         \$0.00         \$0           May         4         \$6,517.00         0         \$0.00         \$0           June         4         \$6,517.00         0         \$0.00         \$0           July         1         \$2,592.50         0         \$0.00         \$0           October         3         \$6,926.00         \$0         \$0         \$0           December         1         \$10,000.00         0         \$0.00         \$0         \$0           Totalls         3         \$8,646.90         0         \$0.00         \$0         \$0           Totalls         3         \$8,646.90         0         \$0.00         \$0         \$0	\$34,865.60		\$966.97 21.7 %
April         3         \$21,699.75         0         \$0.00         \$           May         4         \$12,690.65         0         \$0.00         \$           July         1         \$2,692.50         0         \$0.00         \$           August         1         \$2,992.50         0         \$0.00         \$           October         3         \$6,926.00         0         \$0.00         \$           December         1         \$10,000.00         0         \$0.00         \$         \$           Totalls         3         \$86461.90         0         \$0.00         \$         \$			\$2,297.81 30,0 %
May         4         \$12,690,65         0         \$0.00         \$10,000,0			\$1,640.21 38.3 %
June         4         \$6,517.00         0         \$0.00           Jully         1         \$2,992.50         0         \$0.00         \$0.00           August         1         \$5,926.00         0         \$0.00         \$0.00           October         3         \$6,926.00         0         \$0.00         \$0.00           December         1         \$10,000.00         0         \$0.00         \$0.00           Totalls         3         \$8,646.30         0         \$0.00         \$0.00	\$12,690.65		
July         1         \$34,032,04         0         \$0.00         \$10.00           August         1         \$2,592,50         0         \$0.00           October         3         \$5,926,00         0         \$0.00           December         1         \$10,000,00         0         \$0.00           Tótals         3         \$85661,30         0         \$0.00	\$6,517.00		
August         1         \$2.592.50         0         \$0.00           October         3         \$5,925.00         0         \$0.00           December         1         \$10,000.00         0         \$0.00         \$0.00           Totals         3         \$8,661.30         0         \$0.00         \$0.00	\$34,032.04	€9	
October         3         \$6,925.00         0         \$0.00           December         1         \$10,000.00         0         \$0.00           Totals         3         \$6,661.30         0         \$0.00	\$2,592.50		
December         1         \$10,000,000         0         \$0.000         1           Totals         3         \$85,651,300         0         \$0.000         \$	\$5,925.00		
Totals 3 ss ssi ss sei se	\$10,000.00	\$4,500.00	\$729.00 37.7 %
かいこう かいしゅう かいしょう かんかい かいき かいしゅう かいかい かいしゅう かいしゅう かいしゅう かいしゅう かいしゅう かいしゅう かいしゅう かいしゅう しゅうしゅう しゅう	88 153 88		
January 2 \$3,651.98 0 \$0.00	\$0.00	\$1,315.50	\$295.99 28.7 %
00'08	\$5,000,00		
Client: 9999 Total 453 \$4,326,448.10 42 \$461,592.36 \$3,864,855.74			\$401,507.08 48.0 %
Grand Total 453 84,326,448.10 42 8481,592.36 \$3,864,855.74			

Sample Client Attn. P O Box

Cleveland, OH 44122



Raise Your Expectations...

Sample Client

For Questions Regarding This Invoice

Phone: (216) 831-5626 Ext. 237 Email: bill.mann@jmcbiz.com

For The Period: 1/1/2006 through 1/31/2006

**Invoice:** 999902052006-B Invoice Date: 2/16/2006

9999 - Sample Client PAYMENTS TO AGENCY

Sample Customer 1							
JMC # 2036658	WC017888601	2006-01-09	\$500.00	\$0.00	\$75.00	\$425.00	
JMC # 2036658	WC017888601	2006-01-31	\$1,000.00	\$0.00	\$150.00	\$850.00	200
Division Total			\$1,500.00	\$0.00	\$225.00	\$1,275.00	

Remit Gross/Bill Fee

\$1,500.00 Payments to JMC \$1,500.00 Due Client - Check Enclosed



Raise Your Expectations...

9999 - Sample Client

PAYMENTS TO CLIENT

Paid Client Agency Portion Client Portion Comment \$1,505.30 \$2,744.70 \$265.64 \$484.36 \$1,770.94 Account Number Payment Bate Paid Agency \$0.00 2006-01-12 WC019079100 JMC # 1989623 Sample Customer 2 Name

\$750.00 \$5,000.00 \$0.00 **Division Total** 

2006-01-25

WC019079100

JMC # 1989623

**Grand Total** 

\$3,229.06

\$4,250.00

\$4,250.00

\$5,000.00

\$225.00 Fees Due JMC (Payments to JMC) \$750.00 Fees Due JMC (Payments to Client) \$975.00 Please Remit -- Payable Upon Receipt

REMIT TO:

20600 Chagrin Blvd., Suite 550 Joseph, Mann & Creed

Shaker Heights, OH 44122

Note: We are a corporation - Federal ID #34-1940904

Page 2 of 2



## Status Report - All Accounts

Sample Client (#9999) Attn:					3/24/2008				Your Sales Rep: Phone: (216) 831- E-mail: bill.mann@	Bill Mann (216) 831-5626 ext. 201 bill.mann@imcbiz.com
Customer   06-19-2006   06-10-2002   12-08-2004		Account# ITE 12PL 1SAM.3	IN272138	\$18,650 Ac \$33,630.00 \$995.00 \$400.00	######################################	Amount Paid \$0.00 \$995.00 \$400.00	\$34,030.00 \$34,000 \$0.00 \$0.00	ast Payment 6/17/2002 3/29/2005	Balance Last Payment Current Status 334,030.00 6/17/2002 Account paid in full \$0.00 3/29/2005 Account paid in full	2349354 1115728 1754897
06-04-2001	2001 1SAM.1	M.1	M1057119+	\$2,750.00	\$0.00	\$0.00	\$2,750.00		Skiptracing unsuccessful. Closed	1017387
06-06-2006 10-18-2001	2006 21CE.4 2001 3CX	4	ı	\$255.00 \$23,430.66	\$20.00 \$373.50	\$275.00 \$18,976.50	\$0.00 \$4,827.66	6/20/2006 11/22/2004	Account paid in full Closed on advice of local counsel.	2331949 1049720
01-10-2002	2002 3RSO	Q	BW263618 -	\$29,940.00	\$350.00	\$849.00	\$29,441.00	9/12/2003	Closed on advice of local counsel.	1078826
04-04-2001	2001 ARHY	≽	M1055374	\$1,100.00	\$0.00	\$1,100.00	\$0.00	8/15/2001	All Efforts Exhausted. Account Closed	1009326
02-06-2003 12-07-2007	2003 AISY.11 2007 256706	r.11 706		\$745.15 \$1,350.00	\$0.00	\$0.00	\$745.15 \$1,350.00		All Efforts Exhausted. Account Closed Promises to pay balance within 21 days	1224091 3451940
08-10-2001	2001 ABF		MP248968 +	\$2,859.50	\$0.00	\$0.00	\$2,859.50		Debtor filed Chapter 7. Closed	1032807
07-07-2003 10-03-2003 03-12-2002 06-03-2004		D.4 R.6 Y.10	Customer Total	\$740.00 <b>\$3,599.50</b> \$9,639.00 \$493.00 \$905.25	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 <b>\$0.00</b> \$0.00 \$493.00 \$905.25	\$740.00 \$3,599.50 \$9,639.00 \$0.00 \$0.00	3/13/2002 8/23/2004	No assets suit not recommended closed. Account paid in full Account paid in full	1310038 1371215 1095694 1552644
04-01-2002	•	ACIN.40	WN108157	\$10,888.50	\$0.00	\$10,888.50	\$0.00	4/22/2002	Account paid in full	1098698
02-01-2006		ACIN.35 ACIN.45	1	\$442.00	\$0.00	\$0.00 \$125.00 \$13.726.00	\$442.00 \$0.00	1/20/2004	All Efforts Exhausted. Account Closed Account paid in full No assets enit not recommended alosed	2171094 1371257 1220476
02-03-2002		- ; - ;		\$4,398.75	\$0.00	\$4,398.75	\$0.00	5/29/2002	Account paid in full	1110095
01-14-2002 10-30-2002 08-20-2001		ACCU.30 ADIN.55 ADAS.12	FM309100 IN177629+	\$2,500.00 \$16,410.00 \$37,148.00	00:0 <del>8</del> 00:00\$	\$11,820.00 \$0.00	\$13,980.00 \$37,148.00	1/24/2003	Suppracing unsuccession. Closed Closed on advice of local counsel. Business closed. No assets found. Close	1060220 1149528 1033651
07-26-2001		ADEP	IN227687 MB250938	\$17,365.50	\$0.00	\$14,970.00	\$2,395.50	8/20/2001	Account settled in full Skintrasing unsupposeful Closed	1029621
08-16-2007		. 8 . 9 . 9	+	\$1,100.00	\$0.00	80.00	\$1,100.00		Debtor filed Chapter 7. Closed	3177228
08-20-2001	·	ADBU.4	RH188384_	\$1,435.00	\$0.00	\$0.00	\$1,435.00		Business closed. No assets found. Close	1033653
02-05-2002		ADEM.1 ADFO.9	I	\$1,211.25 \$1,200.00	\$0.00	\$1,211.25 \$0.00	\$0.00 \$1,200.00	4/12/2002	Account paid in full Closed per your request	1082602 2338275
08-17-2001 04-12-2001		53	225488+ IN225489+ Customer Total	\$13,600.00 \$13,600.00 \$27,200.00	\$0.00 \$1,000.00 <b>\$1,000.00</b>	\$3,900.00 \$14,600.00 \$18,500.00	\$9,700.00 \$0.00 <b>\$9,700.00</b>	1/21/2004 1/21/2004	Account settled in full Account paid in full	1033613 1009926
09-05-2001		ADTE.25	AM237148	\$480.25	\$580.00	\$323.02	\$737.23	5/21/2002	Debtor filed Chapter 7. Closed	1040521
07-05-2001		ADTR.7	CB236630+	\$18,831.75	\$1,611.82	\$20,443.57	\$0.00	5/6/2003	Account paid in full	1025024
08-02-2006 02-13-2008		ADEQ.1 263594	C	\$4,400.00 \$555.05	\$1,037.50 \$0.00	\$5,437.50 \$0.00	\$0.00 \$555.05	4/10/2007	Account paid in full Negotiating a payment arrangement	2404293 3670445
06-26-2001	•	ADAG.5	ME224563 -	\$360.00	\$0.00	\$0.00	\$360.00		Skiptracing unsuccessful. Closed	1023249
09-02-2005 06-03-2005 11-29-2001		ADPA AESO.4 AECO.23	ı 1	\$4,573.85 \$7,022.70 \$17,263.50	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$17,263.50	\$4,573.85 \$7,022.70 \$0.00	3/11/2002	Skiptracing unsuccessful. Closed Defunct corp. Not operating. Closed Account paid in full	2026013 1926048 1070475
07-19-2001	·	AGCO.9	M1059669_	\$3,465.85	\$0.00	\$3,465.85	\$0.00	7/30/2001	Account paid in full	1027668
07-27-2004 12-13-2001		AGPR AICO.38	1	\$2,427.00 \$194.40	\$0.00	\$2,427.00 \$194.40	\$0.00	8/4/2004 1/3/2002	Account paid in full Account paid in full	1602269 1074912



# Status Report - All Accounts

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1904501 1124289 2938681 1552645 1119902	1095711 1300171 1236910 3587722	1110098	1049906 2303466 1049907	1013490	1166030 1441303	1146710 1315915	3002354 2889558	3710414 1049908 1236911	2331950 3587738	1033652	1150509 1394380	1149527 1070477 2703714 1716564 1033654	1098702	1491114 3204198 3584309 1830453	1025025	2139483 1904503	1033655	1334550	1097970	1310040 2085579 1095710
Debtor filed Chapter 11. Closed Account paid in full All Efforts Exhausted. Account Closed Account paid in full	Account settled in full Defunct corp. Not operating. Closed Account paid in full Debtor has not returned our messages	Skiptracing unsuccessful. Closed Account settled in full	Skiptracing unsuccessful. Closed Business closed. No assets found. Close Account paid in full	Debtor filed Chapter 7. Closed	Account paid in full	Account paid in full Account settled in full	Skiptracing unsuccessful. Closed All Efforts Exhausted. Account Closed	Negotiating a payment arrangement Account paid in full	Account paid in full Debtor has not returned our messages	Defunct corp. Not operating. Closed	Clased per your request	Account settled in full Closed per your request All Efforts Exhausted. Account Closed Closed per your request Skiptracing unsuccessful. Closed	Account settled in full	Business closed. No assets found. Close Promises to pay balance within 30 days Debtor filed Chapter 11. Closed Account paid in full	Account settled in full	Account paid in full Account paid in full	Skiptracing unsuccessful. Closed	Account paid in full	Defunct corp. Not operating. Closed	Defunct corp. Not operating. Closed No assets sult not recommended closed. All Efforts Exhausted. Account Closed
8/6/2002 5/17/2007 2/9/2005 12/4/2002	4/24/2002	1/24/2003	11/17/2006 2/25/2002		4/23/2003 2/12/2004	11/4/2002 10/27/2005		2/1/2002 5/19/2003	6/27/2006		11/22/2002 7/16/2004	5/26/2004 6/21/2007 12/13/2004		9/10/2004 2/29/2008 4/29/2005	6/3/2002	5/30/2006 7/29/2005		10/22/2003		6/21/2002
\$720.00 \$0.00 \$10.20 \$0.00	\$265.00 \$265.00 \$4,299.80 \$0.00 \$71,032.65	\$890.00 \$175.00	\$1,206.00 \$338.75 \$0.00	\$23,133.60	\$0.00	\$988.50	\$100.00 \$675.00	\$9,000.00 \$0.00 \$0.00	\$0.00 \$0.00 \$4,600.00	\$36,295.00	\$8,054.60 \$23,483.70	\$365.00 \$4,200.00 \$880.00 \$3,000.00 \$750.00	\$750.00	\$917.00 \$625.00 \$62,048.00 \$0.00	\$19,806.25	\$0.00	\$827.75	\$0.00	\$884.00	\$865.00 \$266.00 \$0.00
\$0.00 \$4,659.70 \$600.00 \$5,000.00 \$1,188.62	\$3,467.00 \$1,400.00 \$0.00 \$480.00 \$0.00	\$0.00 \$175.00	\$0.00 \$100.00 \$4,280.00	\$0.00	\$3,714.50 \$2,018.75	\$881.88	\$0.00	\$0.00 \$1,168.75 \$2,229.55	\$3,398.30 \$2,550.00 \$0.00	\$0.00	\$4,027.30 \$5,000.00	\$14,137.50 \$1,230.00 \$7,50.00 \$750.00 \$0.00	\$750.00	\$4,126.50 \$1,650.00 \$0.00 \$765.00	\$40,000.00	\$1,525.00 \$605.00	\$0.00	\$200.00	\$0.00	\$0.00 \$0.00 \$11,016.00
\$0.00 \$0.00 \$0.00 \$0.00 \$6,872.92	00.08 80.00 80.00 80.00 80.00 80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	<b>\$0.00</b> \$0.00 \$0.00	\$0.00	\$2,629.25	\$4,629.25 \$350.00 \$0.00 \$1,190.00 \$0.00 \$0.00	\$0.00	\$2,751.00 \$0.00 \$0.00 \$0.00 (\$70.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
\$720.00 \$4,659.70 \$610.20 \$5,000.00 \$47,894.97	\$4,299.80 \$4,299.80 \$4,80.00 \$71,032.65	\$890.00	\$1,206.00 \$438.75 \$4,280.00	\$23,133.60	\$3,714.50 \$2,018.75 \$6,733.25	\$881.88	\$100.00	\$9,000.00 \$1,168.75 \$2,229.55	\$3,398.30 \$2,550.00 \$4,600.00	\$36,295.00	\$12,081.90 \$25,854.45	\$14,152.50 \$14,152.50 \$4,200.00 \$3,750.00 \$750.00	\$1,500.00	\$2,292.50 \$2,275.00 \$62,048.00 \$835.00	\$59,806.25	\$1,525.00 \$605.00	\$827.75	\$200.00	\$884.00	\$865.00 \$266.00 \$11,016.00
FT292517	I	HP270386 CS260713	1 1	ER217806+	GN314142	HP285172		I	Customer Total	IN189524, IN187668	NE307914	AM301360	CS261858_		WF234386 +		GN156935	I	RH174938_	i
AIEN.5 AIRO 236598 AILL AJIN	ALSY.4 ALDR Alby.4 262318	ALHY.1 ALPH.2	ALSE.9 DEEN.22 ALMA.28	ALMF	ALCO.41 ALCO.41	ALMA.4 ALMA.4	ALTR.7 ALHE.12	249390 ALPR.1 ALPR.1	AMAD.9 240382	AMMA.24	ACAM	AMSE.3 AMER.25 AMBA.14 AMBA.10 AMBe.6	AMCA.5	AMCO.67 AMEA.3 263732 AMLI.9	AMMA.29	AMME.19 AMSO.5	AMSU.5	AMWH.3	AMSB	AMSY.3 AMER.22 AMER.27
05-06-2005 07-11-2002 05-02-2007 06-03-2004 07-02-2002	08-04-2003 03-12-2002 06-16-2003 02-28-2003 01-17-2008	05-09-2002 04-01-2002	10-19-2001 05-05-2006 10-19-2001	04-27-2001	01-06-2003 01-13-2004	10-09-2002 07-10-2003	06-08-2007 04-13-2007	03-03-2008 10-19-2001 02-28-2003	06-06-2006	08-20-2001	11-04-2002 11-07-2003	10-30-2002 11-29-2001 01-08-2007 11-05-2004 08-20-2001	04-01-2002	03-10-2004 09-07-2007 01-16-2008 02-21-2005	07-05-2001	12-28-2005 05-06-2005	08-20-2001	08-11-2003	03-22-2002	07-07-2003 11-04-2005 03-12-2002



### Status Report - All Accounts

1754893 1048135 1098443 1300157 1078437 1220452 1371214 2053370 1284891 1076395 1098469 1004795 1033650 3642450 2703713 1817657 1027531 1029630 1040520 1048134 1041413 1085927 1510116 1098675 1103761 3642451 1027529 1076403 1817656 1094614 1027530 1033636 2360618 1295277 1098442 Continuing to pursue balance. Demand sent Business closed. No assets found. Close Business closed. No assets found. Close Disputed. Suit not recommended. Closed All Efforts Exhausted. Account Closed All Efforts Exhausted. Account Closed All Efforts Exhausted. Account Closed Awaiting update from attorney on suit Defunct corp. Not operating. Closed Left phone message for the debtor Skiptracing unsuccessful. Closed Closed on advice of local counsel. Closed on advice of focal counsel. Skiptracing unsuccessful. Closed Closed on advice of local counsel. Debtor filed Chapter 11. Closed Closed per your request Closed per your request Account settled in full Account settled in full Account settled in full Account settled in full Account paid in full 11/16/2005 12/15/2005 10/25/2004 5/17/2002 4/26/2002 10/19/2001 10/8/2001 7/21/2003 10/8/2001 2/27/2004 5/25/2003 4/26/2002 2/4/2002 2/20/2003 3/20/2001 7/8/2004 4/26/2002 2/8/2002 \$13,700.00 \$4,000.00 \$3,755.00 \$11,855.00 \$1,870.00 \$1,398.25 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$2,600.00 \$331.50 \$16,553.75 \$2,891.53 \$440.00 \$14,237.50 \$2,500.00 \$2,770.00 \$38,022.00 \$0.00 \$3,600.00 \$18,900.00 \$252.00 \$5,832.50 \$1,900.00 \$505.00 \$1,090.50 \$1,300.00 \$890.00 \$12,238.22 \$2,512.50 \$1,853.00 \$1,500.00 \$1,125.00 \$0.00 \$3,609.00 \$3,588.00 \$0.00 \$0.00 \$0.00 \$4,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,101.66 \$2,043.40 \$10,665.35 \$3,488.00 \$2,000.00 \$535.00 \$7,845.67 \$10,098.00 \$4,284.00 14,382.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$350.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0,00 \$0,00 \$0.00 \$0.00 \$0.00 \$0.00 \$260.00 \$0.00 \$350.00 \$2,700.00 \$200.00 \$8,000.00 \$2,600.00 \$1,101.66 \$16,750.00 \$2,500.00 \$1,398.25 \$6,638.50 \$3,609.00 \$15,826.22 \$1,870.00 \$11,537.85 \$1,853.00 \$13,005.00 \$440.00 \$2,374.90 \$8,746.48 \$16,553.75 \$1,040.00 \$3,375.00 \$3,600.00 \$16,200.00 \$535.00 \$252.00 \$3,755.00 \$10,098.00 \$4,284.00 \$14,382.00 \$13,500.00 \$2,770.00 \$3,488.00 40,022.00 \$1,900.00 \$505.00 \$1,090.50 \$890.00 \$5,832.50 QS5000618 Customer Total EP236180+ CB214735+ BW243372 BW231879 BW260895 BW237051 OH224411 TD256089\_ ME208111 MB970019 IN152381+ GN209862 M1059569 IN237650, **VEWHA.1** 20000943 XECO.14 VEEL.11 VEAD 12 WICO.38 WIIN.25 WIAD12 NOGR.6 VOIN 15 WIEN.11 NOSB.1 YOBR.1 WHST.5 WENE.1 XCIN.3 XPIN.1 WITE,5 WIIN.41 241473 ZAIN.5 WFGR WHKN WILI.1 242483 Note.6 RIWI.2 XAND ZFME WHAI XATE XATE Z Z ZELA ZFMI X PR 04-01-2002 04-23-2002 03-26-2002 06-16-2003 32-07-2005 02-06-2008 37-12-2001 01-07-2002 12-08-2004 10-08-2001 09-05-2001 05-15-2003 01-04-2002 02-07-2005 03-07-2002 02-18-2002 04-06-2004 02-06-2008 06-05-2003 08-20-2001 01-08-2007 17-26-2001 04-20-2001 03-26-2002 01-04-2002 06-29-2006 02-03-2003 10-03-2003 0-03-2005 03-26-2002 09-10-2001 03-02-2001 08-20-2001 07-12-2001 12-2001 0-08-2001

Grand Totals: \$11,544,900.63 \$574,207.42 \$5,860,977.86 \$6,258,130.19

Accounts: 1307