




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

 List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 30609

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID: VS0000002904 

SO Doc ID: SWC1500000006

Legal Name: Premiere Credit of North America, LLC

Published Date: 11/12/14

Alias/DBA:

Close Date: 11/20/14

Total Bid: \$0.00

Close Time: 13:30

Response Date: 11/20/2014 

Status: Closed

Response Time: 12:11

Solicitation Description: Addendum #1 Statewide Contract for Debt Collection 

Total of Header Attachments: 0

Total of All Attachments: 0

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Debt collection services - Colleges and Universities				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - Per Debt % of Amount Collected -
------------------------	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Debt collection services - Worker's Compensation				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - Default Account % of Amount Collected -
------------------------	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - New Accounts % of Amount Collected -
------------------------	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - Levy Account % of Amount Collected -
------------------------	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Debt collection services - Div. of Environmental Protection				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - Per Debt % of Amount Collected -
------------------------	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Debt collection services - Other Spending Units				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - Per Debt % of Amount Collected -
------------------------	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Debt collection services - Rate of Second Placement				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - Per Debt % of Amount Collected -
------------------------	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Debt collection services - Rate of Second Placement-Colleges				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :	Type of Account - Colleges % of Amount Collected -
------------------------	---

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

SPECIFICATIONS

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

West Virginia State Code §14-1-18A empowers the Secretary of the Department of Administration to collect, or cause to be collected, debts and claims due to the State of West Virginia and/or its spending units. Any changes made in the law will be communicated to the successful vendor(s) by the Purchasing Division of the Department of Administration and made a part of the contract. All collections must be in accordance with West Virginia State Code Chapter 45A, West Virginia Consumer Credit and Protection Act, and Chapter 46A-2-122-129 (attached as Exhibit A); along with any Federal law that may preempt the West Virginia Consumer Credit and Protection Act.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means debt collection services, as specified below.

2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this CRFQ or attached hereto as Exhibit C.

2.3 “CRFQ” means the official request for quotation published by the Purchasing Division and identified as CRFQ 0212 SWC1500000005.

2.4 “Primary Placement” is an account that has never been placed with another collection company or collection attorney.

2.5 “Second Placement” is an account that another collection company or collection attorney has previously tried to collect and failed.

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

- 1.1.** The collection agency 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

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

collection services. Other State Agencies may elect to use the collection services provided by the successful bidders.

These spending units are –

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

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

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

2. MANDATORY REQUIREMENTS:

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

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

Premiere Credit agrees to attempt to collect debts on behalf of the State of West Virginia and/or its spending units.

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

Premiere Credit agrees to comply with any request for examination or audit of any or all records relating to matters covered by this contract. All records will be kept a minimum of six years.

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

Premiere Credit agrees that all fees charged against student loan accounts will apply only to the original principal and interest owed by the debtor, excluding any added collection costs.

4.1.4 Placements (Both Primary Placement and Secondary Placement)

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

Premiere Credit has the ability to handle several account classifications of accounts separately, in order to provide the spending unit with information on the collection performance for each class of accounts.

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

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

Premiere Credit agrees to comply.

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

4.1.4.3.1 Type of Account and description of service

4.1.4.3.2 Name of whom the claim is made against

4.1.4.3.3 Address, including zip code

4.1.4.3.4 Balance Due

4.1.4.3.5 Date of Service or age of account

4.1.4.3.6 Telephone number (Optional)

4.1.4.3.7 Previous collection reports received on individual accounts when available

4.1.4.3.8 Any other information deemed important by the spending unit.

Premiere Credit agrees to the above requirements.

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

Premiere Credit will attempt to collect debts for at least 180 calendar days. Upon expiration of the 180 days, Premiere will transfer all uncollected debts back to the originating spending unit, unless the payments are still being received at the end of the 180 day period or they are in dispute or nearing settlement. All accounts not paid in full at the end of two years will be referred back to the originating spending unit unless exempted by the Secretary of Administration. When returning a claim, Premiere Credit will submit a completed litigation referral form.

4.1.4.5 The vendor will implement collection procedures and attempt to achieve maximum recovery from debtors. These procedures will include at least 2 monthly telephone calls and 1 monthly letter.

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

Procedures will also include direct mailing efforts and skip tracing procedures when the address is identified as undeliverable by the post office.

Premiere Credit will implement collection procedures and attempt to achieve maximum recovery from debtors. Premiere Credit will make at least 2 monthly telephone calls and 1 monthly letter. Premiere Credit will also include direct mailing efforts and skip tracing procedures when the address is identified as undeliverable by the post office

4.1.5 Payments and Reporting

4.1.5.1 The collection agency will forward all payments collected during any month by the 15th 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, until the spending unit desires collection efforts to be terminated, or until the 180 period has lapsed.

Premiere Credit will forward all payments collected during any month by the 15th 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, until the spending unit desires collection efforts to be terminated, or until the 180 period has lapsed.

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

Premiere Credit will send a completed report to the spending unit on or before the 15th of every month for the preceding month, whether or not any payments were received.

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

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

4.1.5.3.2 Placement date of accounts

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

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

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

4.1.5.3.5 Fees assessed, amount collected and balance due

4.1.5.3.6 Reason for returned or closed accounts (if applicable)

4.1.5.3.7 Remarks

4.1.5.3.8 Percent of dollar amounts collected to date

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

All of the above information will be included in the each report by debtor in alphabetical order, by debtor surname.

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

Premiere Credit agrees to comply.

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

Premiere Credit agrees to comply.

3. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. If it is in the best interest of the state, the contract will be a progressive award with multiple vendors. Award will be made for low bid percentage to high percentage and usage will be in the same manner, per line item. If the low bid cannot provide the needs for the Facility at the requested time, the second low bid will be contacted. We will allow 48 hours for vendor to determine if they will be able to meet our needs.

5.2 Pricing Page: Vendor should complete the Pricing Page. The fees stated on the cost proposal must be wholly contingent on collection. Cost proposals

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

must be bid in the form of percentage rates, as a percentage of collections. Price shall be a straight overall percentage. The quoted fees in the bid proposal shall be all inclusive and shall include all expenses to be incurred in connection with the services to be performed. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
5. **PAYMENT:** Upon payment to the spending unit of all sums collected on behalf of the spending unit by the collection agency, the collection agency will invoice the spending unit for the fee assessed. Compensation will be paid only if the debtor pays all or a portion of the account due. The collection agency is prohibited from retaining its fee from the amount collected on behalf of the State. Furthermore, fees assessed by the collection agency for collecting a claim shall never exceed the fee specified in the purchase order issued by the Purchasing Division of the Department of Administration, or the amount specified by law. Agency shall pay for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
6. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
7. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

- 7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

8. VENDOR DEFAULT:

- 8.1. The following shall be considered a vendor default under this Contract.
 - 8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 8.1.2. Failure to comply with other specifications and requirements contained herein.
 - 8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4. Failure to remedy deficient performance upon request.
- 8.2. The following remedies shall be available to Agency upon default.
 - 8.2.1. Immediate cancellation of the Contract.
 - 8.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

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

Contract Manager: Chris Johnson
Telephone Number: 317-375-6585

REQUEST FOR QUOTATION
CRFQ 0212 SWC1500000005 Debt Collection

Fax Number: 317-972-6558

Email Address: cjohnson1@premierecredit.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC1500000006

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Premiere Credit of North America, LLC
Company


Authorized Signature

Nov. 20, 2014
Date

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

PREMIERE CREDIT

of North America, LLC

State of West Virginia

Request for Proposal (RFP)

Debt Collection Service

SWC1500000006

November 20, 2014

Contact Person:

Susanne Aylward, Proposal Writer

Premiere Credit of North America, LLC

2002 Wellesley Blvd.

Indianapolis, IN 46219

(317) 972-6586

Saylward@premierecredit.com

Table of Contents

Table of Contents	2
Executive Summary	3
Benefits for Clients	4
Collection System	4
Dedicated Recovery Team.....	4
Client Services	4
Reporting.....	4
Insurance Coverage.....	5
Collection Work Plan.....	5
Mail Attempts.....	6
Documenting Collection Activities	7
Collection Comments	8
Skip Tracing	8
Technology.....	9
Collection Software	9
Current Portfolio Statistics.....	9
Recording and Reporting Funds	10
Phone Attempts.....	11
Increased Productivity.....	12
System Security Permissions.....	13
Consumer Complaint Resolution	13
Financial Controls	14
Collection Qualifications	15
Licensing	15
Laws	19
Firm's Methodology and Approach	20
Out of State Collection	20
Litigation Services	20
Firm's Personnel Qualifications	21
Key Personnel.....	21
Employee Screening Process.....	26
Social Security Number (SSN) Verification	26
Criminal Searches.....	26
Arrest and Booking Records	26
Pre-employment Drug Testing	26
Pre-Employment Testing.....	26
Professional Interpreting Services	27
Corporate Training	28
Continuous Training Review and Development.....	29
Contractor Location	31

Executive Summary

Premiere Credit of North America, LLC (Premiere Credit) is a leading national accounts receivable management (ARM) firm successfully managing more than 1 million accounts, valued at nearly \$14billion.

Our diversified portfolio of debt asset classes includes:

- Taxes
- Toll road collections
- State guaranty agencies
- College and university tuition and accounts receivable
- Federal student loans
- Medical and pharmaceutical
- Private student loans
- State and local government
- Utilities

Our broad range of experience in the ARM industry has taken us from a staff of two in 1999 to nearly 600 employees today. Premiere Credit is well positioned for continued strategic growth. We have the financial strength and ARM expertise to continue to move the company forward and innovate in order to best serve our clients.

We leverage the extensive industry experience of our management team—comprised of individuals from 20 different ARM companies and four former collection agency presidents—to develop progressive and effective collection practices. Premiere Credit is viewed as a leader in compliant and ethical collection practices, and as such, current clients. Prospective clients as well as our colleagues, seek us out as a trusted source for industry knowledge.

Driven to perform

Our commitments to perform at the highest levels in all areas of our business and generate excellent recovery results, sets us apart in the ARM industry.

Performance attributes

Ethical - Performing ethically is of the utmost importance to our organization and is the foundation of all operations.

Results-driven - Producing results that exceed our clients' expectations through the use of predictive analytics and customized recovery plans is the fuel for our motivation and business success.

Security-focused - Protecting account holders' personal data is a priority and we employ rigorous data and physical security controls.

Compliant - Ensuring compliance with all federal, state and local laws and regulations, client requirements, contracts and licensure requirements is paramount and we infuse this into our culture.

Benefits for Clients

Collection System

Premiere Credit uses Ontario Systems' *Flexible Automated Collections System* (FACS) as its core collection system. FACS is a robust collection platform, which enables:

- Customized and consistent methods of collection
- Data security
- Monitoring of all written and telephone contact
- Telecommunication functionality

Dedicated Recovery Team

Customer-centric, knowledgeable receivable professionals managing your accounts:

- Industry leading analytics and account scoring
- Dedicated team lead and collection staff
- Dedicated client service manager and client service representative
- Dedicated management team with experience managing education portfolios
- Diverse asset class management experience

Client Services

- 24/7 contact information for all senior and executive management
- Streamlined communication and timely follow-up with requests
- Complete understanding of your recovery objectives
- Continuous review of existing processes for new methods of automation and improvement
- Requests for custom reports are typically fulfilled in less than 48 hours

Reporting

Customized to meet your needs, including:

- Average payment size
- Batch and aggregate liquidation rates
- Batch tracking
- Calls per account
- Contact rate
- Payment amount per contract (\$)
- Payment-in-full / Settlement-in-full / Partial payment arrangement ratios

Insurance Coverage

Premiere maintains insurance and bonding coverage sufficient to meet its business needs and contractual requirements, as shown in the table below. Premiere will provide insurance certificates that meet your specific insurance coverage requirements and show West Virginia as the certificate holder and additional insured under its policies.

Additional coverage can be obtained to meet contract requirements. Premiere Credit will provide evidence of insurance on any schedule requested during the period covered by our contract with West Virginia.

Table 1. Insurance Coverage Limits		
Type of Insurance	Per Occurrence	Aggregate
General Liability	\$1,000,000	\$2,000,000
Workers Compensation and Employers Liability	\$500,000	\$500,000
Umbrella Liability	\$10,000,000	\$10,000,000
Professional Liability	\$5,000,000	\$5,000,000
Excess Professional Liability	\$10,000,000	\$10,000,000
Employee Dishonesty	\$3,000,000	\$3,000,000
Cyber Security	\$10,000,000	\$10,000,000

Collection Work Plan

As accounts are placed, our skilled representatives begin work on accounts according to contract and client specifications. They conduct all collection efforts in compliance with the Fair Debt Collection Practices Act (FDCPA). They also follow all other federal, state and local laws, and contract specifications. For debt types requiring specific due diligence, we can configure FACS, our collection system, to not only meet, but exceed these requirements. Account representative compliance is monitored continuously with the assistance of Gopher-it voice recognition software by Aurix.

Premiere Credit undertakes collection efforts with a comprehensive approach, incorporating compelling written correspondence with phone calls from representatives who are trained in the art of account resolution. We have established additional checkpoint protocols to ensure accounts receive periodic review to ensure effective and compliant activity.

Daily

FACS groups accounts into user-defined activity queues to assist our management in prioritizing specific groups of accounts. Account groups are defined by Senior Collection Managers and are used by our management staff to identify specific areas of focus. Based on daily reporting, our team may implement specific time frames where outbound call campaigns target segments within the portfolio population (low balance accounts, high balance accounts, time-zone, etc.). Outbound calls, payment arrangements, right party contacts and other performance indicators are examined to ensure Premiere Credit's activity generates results to compliment your recovery goals. Accounts which need immediate attention due to work standards are presented to recovery specialists first. Work will not begin on other accounts until these high priority accounts are addressed.

Weekly

All accounts, regardless of balance, remain a constant part of our call campaigns. Call campaigns for all accounts with active phone numbers are managed using a combination of call blending and managed work queues. This approach is used in tandem with contract-specific requirements to ensure the desired numbers of calls are made within client specified parameters. As a general practice, collection managers build daily call campaigns using system dates which will ensure that non-paying accounts with valid phone numbers receive representative attention every four days.

Ongoing

Accounts without verified contact information or a confirmed place of employment remain with our data warehouse suppliers to gather information as it becomes available. This information is collected daily and uploaded to FACS. Files which have had no payment activity are shuffled every 30 days.

Multiple Accounts

Collection agencies commonly encounter consumers with past due accounts at multiple offices. Because nearly 100% of accounts have a common account identifier, such as social security number or date of birth, we have the ability to identify and match government accounts. Matching accounts can help avoid potential FDCPA or other collection law violations associated with making multiple collection attempts to the same person during specific periods.

Mail Attempts

Premiere Credit's representatives use an evenhanded approach to resolve outstanding balances, blending both telephone calls and mail. For accounts with good addresses, FACS will issue an Initial Demand Notice within 24 hours of placement. Written collection efforts vary depending on debt type and client requirements. Situation-specific letters are available to address issues such as bankruptcy, garnishment, litigation, cease and desist requests, and many other topics. In addition to traditional mail efforts, our management team frequently experiments with different mail delivery systems (for example, sending mail in paperboard tubes), to pique the curiosity of the recipient with the goal of increasing response rates.

The first letter sent to each consumer provides an itemized accounting of the debt owed and informs the recipient that the account in question has been referred to Premiere Credit to secure its repayment. The letter also contains all required legal disclosures concerning the consumer's rights as required by the Fair Debt Collection Practices Act (FDCPA). State-specific legal disclosures are printed on the back of every letter.

To maintain FDCPA compliance, additional mail efforts will not continue until either the 30-day validation period has passed or the consumer formally acknowledges the amount of the debt and its legitimacy. After the thirty-day validation period has ended, Premiere Credit will send additional letters to accounts with good addresses. Letters are expertly worded to communicate a tone of respect while conveying the right degree of urgency necessary to elicit payment.

Written collection efforts vary depending on debt type and client requirements. Timing and use of specific letters varies based on verbal communication and the responsiveness of individual consumers. Every account with a verified address will receive a collection letter attempt and future letters are mailed based on the consumer's response (i.e., dispute, payment, refusal to pay) to the first letter.

Return Mail Processing

One of the most important features of a solid collection plan is efficient mail processing. Sending mail to thousands of addresses is costly. Employing the use of a streamlined and efficient mail processing work flow enables us to reduce mail returns and manual skip tracing, locate consumers faster, and increase recoveries.

Our mail vendor has specialized in debt recovery letter solutions for nearly 20 years. They are compliant with all laws, rules and regulations governing the accounts receivable management industry as well as applicable federal government security standards.

When accounts with address information are placed with our agency, the file is submitted to our mail processing vendor for analysis. The data file is compared to the following filters:

- Address Correction Services (ACS) to update accounts with forwarding addresses
- Address Element Correction (AEC) USPS address correction filter
- Bad Address Filter (BAF) validates addresses stops mail from going to bad addresses
- Coding Accuracy Support System (CASS) verifies the street and zip code match
- Delivery Point Verification (DPV) confirms the physical street address exists
- Electronic Return Mail
- National Change of Address (NCOA) compares the information against USPS database for moves and updated information.

All data is updated on FACS and coded to alert account representatives and managers to the current demographic validation status of each account.

Premiere Credit's representatives use an evenhanded approach to resolve outstanding balances, blending both telephone calls and mail attempts. For accounts with good addresses, the system will issue an Initial Demand Notice within 24 hours of verification. Written collection efforts vary depending on debt type and client requirements.

Documenting Collection Activities

All collection activities including recovery attempts, skip tracing files, posted payments and written correspondence are documented automatically in Premiere Credit's FACS collection system. We record all telephone communication as well, storing audio files of calls in the account history record for each debt placed with our agency.

Account Activity History

As account representatives move around the system, actions affecting accounts are recorded and documented systemically. FACS records

- Representative ID
- Date and time of the action
- Field changes
- Collection attempts (phone calls placed, letters sent)
- Duration of the activity

FACS stamps the date and time when a call is placed. When speaking with each consumer, account representatives will use FACS' free form note feature to document specific details regarding the conversation.

Call Recording

Each call is also recorded, systemically monitored by voice recognition software, and becomes a permanent entry in the account history file. Creating a useable, historical record streamlines all future communication with the consumer and provides additional documentation for resolving complaints. In addition to phone calls, all mail efforts are automatically documented in FACS. Incoming hard copy correspondence, fax transmissions or other supporting documents are imaged, matched and stored electronically on the account. Recording collection attempts provide support for our collection efforts and confirms due diligence. Additionally, we provide your staff with online access to review collection activities at their convenience.

Collection Comments

Premiere Credit communicates account status through a variety of disposition codes. These codes enable us to provide accurate account status reports, consistently communicate the progress we are making, and generate a variety of customized ad hoc reports to meet client-specific needs. Account representatives may also use free form comments to enter notes regarding the success of their interaction with consumers. This information is presented in real-time via our secure, online web portal, FACSWEB.

Skip Tracing

Premiere Credit's innovative skip trace-scoring model has, in part, created our success as a national collection leader on behalf of our clients. As accounts are loaded to the system, they are evaluated and grouped according to criteria formulated to establish leads quickly. As new information is obtained it will be communicated in a format compatible with your account management system.

Establishing Contact

For accounts without verified contact information, Premiere Credit utilizes the nation's leading data collection warehouses in an effort to locate consumers, verify employment and income, and shorten the collection cycle. We have relationships with, among others:

- Accurint by LexisNexis® (accurint.com)
- CoreLogic's Teletrack (corelogic.com)
- The Work Number® (theworknumber.com)

Upon placement, accounts with accurate contact information are matched against data warehouse sources. The system quickly sends accounts with new matches to account representatives, who then begin recovery efforts. Account representatives also have access to all major credit reporting agencies in the United States, such as Experian (experian.com).

If these standard resources do not return verifiable contact information, our team will turn to secondary research tactics in attempt to locate contact information. Online resources such as google.com, whitepages.com, Facebook, MySpace, and LinkedIn prove to be effective in locating contact information.

Expanded Waterfall

In the world of collection skip tracing, many agencies refer to a "waterfall" method of locating consumers, which describes the order they use to pursue contact information. However, not all waterfalls are created equal. Many factors must be considered to evaluate a waterfall process properly. For example:

- When will your accounts be sent to a data warehouse?
- How many different warehouse sources are utilized?
- How many times will the account be matched against the data warehouse
- If multiple contacts are generated for a single consumer, is the collection platform equipped to put the information to use immediately?

Premiere Credit takes a better approach to waterfall skip tracing:

- We send your accounts to a secure data warehouse within 24 hours of placement. Each day, as your accounts age, their collectability decreases. We take a more comprehensive - and value-added - approach to obtain contact information as soon as possible. Time is crucial when collecting past due accounts.
- We use 10 different data resources in an attempt to locate contact information.
- Premiere Credit's non-paying accounts remain matched with data warehouses throughout our contract period to ensure that new information is forwarded to us as soon as it becomes available.

- Our collection platform, FACS, is equipped to handle large amounts consumer contact information. This improves our contact rate and productivity by reducing much of the manual work required to update phone numbers and addresses in the system.

To ensure thorough and aggressive searches to locate and collect on your receivables, our collection managers continuously monitor accounts while they are held in a location disposition on FACS. Our team works tirelessly to identify new and different sources for obtaining good contact information. We continually test new data providers to ensure our data information resources are producing the best results available.

Technology

Premiere Credit's Information Technology (IT) Application Development Team has more than 100 years of combined experience in collection industry software and practice spanning various industry asset classes such as student loans, government tax revenue, credit card and medical collections. Understanding that utilization of the collection application is key to our clients' success; our team continually focuses on two primary objectives.

First, the collection application should remain fully functional supporting our clients' unique workflow requirements, ensuring high levels of liquidation and return. This focus is maintained through a careful management and implementation process that allows for the appropriate requirements gathering, testing, and documentation of all software solutions that are provided to the Operations team to use in the collection process. The success of this careful management of the system and implementation process is evidenced through a system uptime and availability of over 99%.

Second, the IT team is focused on the security of our clients' data. Through careful management of the various parameters, such as role-base security and data encryption, our client data is gathered, stored, utilized, and transmitted securely throughout its lifecycle. Additionally, these practices are monitored to ensure ongoing compliance with our client contracts and various security policies and procedures.

Our IT team is ready to serve and provide best in class software solutions to ensure we are successful in maximizing your returns on the accounts receivables that you entrust us to manage.

Collection Software

Premiere Credit uses Ontario Systems' Flexible Automated Collection System (FACS). Ontario Systems has designed, installed, and supported accounts receivable management systems for more than 30 years. FACS is a fully integrated software system and one of the best in today's collections industry. Premiere Credit currently has more than 600 users on this platform. Because of our large employee base, we adhere to a strict software development methodology (SDLC). As upgrades to the system become available, we test all software independently and implement it only after the tests are completed to our full satisfaction.

Current Portfolio Statistics

Premiere Credit assists in garnishment efforts on behalf of many of its clients and has for the past 14 years. Extending the same services to West Virginia will be simple and seamless. When standard collection efforts have failed, debtors with demonstrated assets and documented refusal to pay account are ideal candidates for this approach. These accounts will be presented to West Virginia for review and approval prior to initiating any action.

As a performance driven organization, Premiere Credit tracks the progress of the following on a daily basis:

- Each collector
- Each unit manager and his/her team
- Each senior collection manager and his/her team
- Each director and his/her teams
- Each client portfolio individually and as compared to similar portfolios

Performance reports are the mainstay of our business. We track all manner of activity including calls made, collection results, compliance with contract and recovery goals, etc. Results are reviewed internally and shared with clients as requested to demonstrate the effort and success of our effort on their behalf. Premiere Credit is one of the largest, most successful agencies collecting debt on behalf of government clients such as West Virginia. Additionally, we have had a very successful, long-term relationship with the Alaska Commission on Post Secondary Education, affording us direct experience connecting with Alaskan residents.

Recording and Reporting Funds

Premiere Credit utilizes state-of-the-art technology and carefully refined physical procedures for the secure recording proper account balances, posting payments and reporting of funds.

This process begins with highly trained mailroom technicians open each mail item while positioned directly below a security camera that records the contents of each envelope. All inbound mail is routed directly to a restricted-access room for processing, with all actions monitored by continuous video surveillance to prevent malfeasance and create a searchable video record for verification. When a package is received and there is no correspondence or blank correspondence inside, the mailroom technician presents the material to the camera to document the event. Premiere Credit will document the consumer's account and alert the Compliance and Licensing Department, who will contact the consumer.

Payment Posting

Opened and documented payments are transferred securely to the payment processing team. All payments are processed and posted on site in our secure payment processing facility, located at our corporate headquarters in Indianapolis, Indiana. The payment posting team divides payments by type and payments are posted and logged the same day as received.

Payment posting specialists locate the account and verify the name, address, and unique consumer ID (SSN, date of birth, or Premiere Credit account identification number) to ensure that funds are applied to the correct account. Payments for the same consumer with multiple accounts are applied as required.

Payment Allocation

Payments are posted using FACS, allowing for flexibility in the allocation of consumer payments. Payments can be divided based on a specific order, percentage, or other sequence as requested by our clients. FACS Payment Application Sequence has nine unique balance categories to store separate components of the consumer's outstanding balance amount:

- Court costs
- Principal
- Interest
- List 3 (client specific balance, for example late fees or collection costs)
- List 4 (client specific balance, for example accumulated interest prior to placement)
- Agency Interest
- Attorney Fees
- Miscellaneous 1 (client-specific balance)
- Post Judgment interest

Once posted to the system, payments are balanced in two ways to ensure accuracy:

Step 1 – Client-Level Batch Verification

- The system identifies the correct client account
- The payment processor determines the proper client trust bank account number
- The payment processor posts the payment to the consumer's account
- Coded client-level payments are batch-balanced at the client level

Step 2 – Bank Deposit Verification

- Payments are sorted according to client trust account
- Using an electronic check scanner, the payment processor records the check
- Checks for each trust account are scanned, and the balance is verified a second time
- Once balanced, the checks are deposited electronically to the trust account
- Damaged checks are placed in a locking bank bag, which is stored in a government standard fireproof safe until a manual bank deposit is made

Premiere Credit stores paper checks for 60 days in a fireproof safe located in our secure payment-processing department. FACS is backed up daily. Our bank provides CDs of all checks, which we store in a fireproof safe for added security.

Once posted to FACS, transactions are loaded to a file for exchange via your preferred exchange method. Using FACS, the Premiere Credit IT team provides a consistent, structured data file that is compatible with each users file exchange process for payment transactions, and this will queue the appropriate remittance statements.

Premiere Credit has complied. Please see page 5 for an overview of our Collection Work Plan and page 6 for information regarding mail efforts. Account representatives are available to assist debtors across the country from 8 a.m. to 7 p.m. AST, Monday through Friday and 8 a.m. to 12 p.m. EST on Saturday.

Phone Attempts

Our representatives are skilled professionals who are trained to assist each consumer resolve their outstanding accounts while maintaining compliance with the TCPA. Using a fair, yet firm, collection approach Premiere Credit's communications model results in more resolved accounts, in less time.

At Premiere Credit we never use a telephone script. Much like effective counselors, our representatives train to become good listeners. Once in contact with a consumer, our team will actively listen to discover reasons for the delinquency. This valuable information alone can often lead to resolving the outstanding debt. By establishing and maintaining good relationships with our clients and their consumers, Premiere Credit strives to provide positive outcomes for both.

Premiere Credit will attempt to verify right party contact before engaging in recovery activity with any consumer. It is our policy to verify first and last name in addition to as many of the following as possible:

- Date of birth
- Home address
- Last four digits of Social Security

Increased Productivity

Our collection software, FACS, enables Premiere Credit to increase contact rates by seamlessly filtering calls directly to available account representatives. This feature also significantly reduces cost per contact. Intuitive call-by-call blending gives account representatives the ability to continue outbound calling while managing inbound calls. We use Automatic Number Identification (ANI) to route inbound calls based on client-specific toll free numbers, performs automated account searches and screens inbound calls. The contact platform in FACS eliminates time spent dialing phone numbers and reduces downtime between calls. The contact platform gives our team a steady succession of callers to assist and provides us with measurable data to ensure accounts are being worked according to both contract guidelines and internal work standards. Managers can adjust the pace of inbound calls as needed.

Call Recording

Premiere Credit's fully integrated phone system records 100% of inbound and outbound collection calls. Records are stored for 375 days as electronic files in the collection history of each account. These files are available for retrieval and playback if requested and have been helpful in resolving complaints and demonstrating our responsible collection techniques.

Premiere Credit offers both clients and consumers the latest in technological advances for business operations. Clients may take advantage of our online account management system to place accounts, review account information and to communicate with our client services team regarding ongoing portfolio management. Likewise, consumers may reach our Ombudsman via our website, make online payments via our secure web portal and update important demographic information.

As a proactive measure for ensuring compliance with Payment Card Industry Data Security Standard (PCI DSS) standards, Premiere Credit utilizes PCI Authorized Security Vendor (ASV) FishNet Security to evaluate network security. As proof of compliance, a copy of our most recent quarterly Payment Card Industry Compliance Certificate is available upon request.

Premiere Credit operates within FISMA-compliant facilities and technology platforms. Federal security clearance is required for employees performing work on our federal government contracts. Each employee ID badge is a Fiber Optic Badge (FOB) magnetic swipe-card coded with building and room access-level permissions based on job responsibilities. This ensures only employees who need to work in specialized, secure operation centers are permitted access to them.

Maintaining a safe and secure working environment is the responsibility of all employees. To assist in achieving a secure environment, employees must:

- Maintain FOB key(s) in their possession at all times and have the picture visible to others
- Swipe the badge when entering the building or coming onto the operations floor from a break room or common areas
- Never lend a FOB key to anyone
- Report a lost FOB key to a member of management immediately

Badges are color coded signifying various levels of access. All employees must be alert at all times and are required to report the presence of any suspicious persons to a member of management. Under no circumstances will an employee allow any person without a badge access to the building without first obtaining the identity of the visitor and confirming that they have a pre-scheduled appointment. Once this is confirmed, visitors must remain in the front lobby until they are greeted by the staff member with whom they are meeting.

System Security Permissions

Premiere Credit assigns each user unique system ID credentials for access to our network and collection system. Remote employees utilize two-factor authentication using a **SecurID access** token. This token uses a powerful algorithm to generate a new code every 60 seconds. To login, users must use this code in combination with a personal alphanumeric password.



If an employee makes changes to any files or accounts while on the system, they are audited using the employee's system credentials. The system notates the date, time and quality of the completed change. Premiere Credit vigilantly protects all clients' personally identifiable data (PII). We transmit all data using secure file transfer protocol and point-to-point encryption. In addition, for PII data at rest, we use PGP encryption on all company laptops. Finally, Premiere Credit utilizes **Proofpoint DoubleBlind Encryption™** for e-mail.



In the event of employee termination, all facilities and system access is immediately disabled and logged.

Premiere Credit is committed to providing its clients with superior service in all aspects of our business relationship. Account representatives are incented to adhere to client preferences for handling calls. Those who do not maintain compliance with client standards are counseled through Premiere Credit's progressive disciplinary process. Customer service complaints are elevated to client contact personnel according to contract requirements.

Premiere Credit has created systematic methods to report, track and respond to Consumer Financial Protection Bureau (CFPB) inquiries as well as to written and verbal consumer inquiries and all other forms of communication from and regarding consumers. We have centralized our customer satisfaction department under the Director of Compliance and Licensing and currently have a Manager of Customer Satisfaction and three full time staff members devoted completely to researching and responding to consumer inquiries, regardless of how the inquiries are received.

All written communications from consumer's or in regards to consumers are received by the Customer Satisfaction group who reviews the correspondence, the account notes and listens to our call recordings to obtain a full picture of what has occurred on the account. Using this information, the Customer Satisfaction group drafts a response and notifies the Operational area of any training opportunities identified. All phases of the process are tracked on account level and allows us to obtain detailed information regarding type and resolution of all consumer related correspondence.

Consumer Complaint Resolution

All conversations between consumers and Premiere Credit's recovery staff are handled in a firm, yet sensitive, manner. We seek to professionally collect the past due receivable while maintaining a good relationship for future interactions between the consumer and West Virginia. It has been our experience that by applying an active listening strategy, we are able to resolve many disputes with consumers simply by confirming the nature of the debt, producing supporting documentation and serving as a liaison between our client and the consumer.

Prevention

To prevent complaints, Premiere credit takes a comprehensive approach which begins with screening applicants using strategic interview questions to assess general resolution skills. Cognitive and behavioral tests are administered to determine if the position and the candidate will ultimately be a strong match. Training new hires to clearly understand the acceptable methods Premiere Credit expects to be used when engaging consumers is also important. We work hard to communicate expectations and to continuously reinforce these expectations by linking evaluation and incentive rewards to meeting the goals of the company and our clients.

Weekly call monitoring and account history reviews of each representative's work ensures compliance with federal, state, and local laws, as well as contract requirements. The Internal Compliance staff listens to three to five calls per representative, per week – nearly 40,000 communications annually. Premiere Credit responds to all correspondence from consumers and government entities.

Complaints are tracked by the management team, from first notification through final resolution, according to individual client requirements. Reports are customized to fit client needs and are a secondary means of ensuring outcomes are addressed with clients, recovery staff, and the Training Department.

Premiere Credit has complied. Premiere Credit understands the need to conduct business with stable, qualified agencies. We are proud of the solid financial position we consistently maintain and the substantial payroll contributions our business makes to the U.S. economy.

Premiere Credit appreciates the importance of selecting a financially secure collection partner to conduct business on your behalf. A U.S.-based business since 1999, we are proud to present our financial history which represents the success story of two entrepreneurial founders who built a company which today employs more than 500 American citizens.

Premiere Credit:

- Is not indebted to the state of Alaska, or any other state
- Has no outstanding liens against the company
- Has never filed a petition for bankruptcy or any other type of financial insolvency

Financial Controls

Premiere Credit is audited annually by an independent third party firm of Certified Public Accountants. The audits are conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States. In accordance with Governmental Auditing Standards, Premiere Credit's auditors also issue a report upon completion of each audit, on their consideration of Premiere Credit's internal controls over financial reporting and their tests of Premiere Credit's compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. This report is an integral part of an audit performed in accordance with Governmental Auditing Standards and included in Premiere Credit's audited financial statements.

Premiere Credit employs financial controls similar to Sarbanes-Oxley (SOX) and all funds are held in a segregated, non-interest bearing trust account. Premiere Credit undergoes regular external audits by its clients, regulatory agencies, and its external independent public accountants. In addition, audits are also conducted by internal auditors, our Compliance Department, Security Personnel, IT Department, and independent third parties to satisfy the requirements of PCI-DSS, FISMA and SSAE 16. Our Chief Financial Officer, Feroze Waheed, assumes personal responsibility for the thoroughness and accuracy of all financial information supplied with this proposal.

In its efforts to stay ahead of the industry and provide a high level of assurance to its clients, Premiere Credit obtained a SSAE 16 SOC 1 Type 1 report (formerly known as SAS 70) on the Accounts Receivable Management system in place at Premiere Credit as of March 31, 2012. The examination, conducted by an independent third party, reported on the fairness of management's description of Premiere Credit's Accounts Receivable Management system, and confirmed that controls related to the control objectives stated in management's description were suitably designed to achieve those control objectives.

Premiere Credit has complied and agrees to adhere to all applicable federal, state and local laws and regulations governing debt collection activities. We have not historically tracked the length of time operating in each state.

Collection Qualifications

Maintaining our business in compliance with the laws governing the accounts receivable management industry is of paramount importance to Premiere Credit. Premiere Credit is fully licensed in all states and districts which require such a license to collect on past due accounts. A **List of Collection Qualifications** held by Premiere Credit authorizing us to collect in other cities and states is presented on the next page.

Licensing

We have secured all bonds, certificates and licenses available to an accounts receivable management company for:

- Our agency, its branches and all collectors and managers, where required
- Each of the 50 states that require licensure
- Puerto Rico and Guam
- Localities including Washington, DC; Carson City, NV; Wilmington, DE; New York City and the City of Buffalo, NY

For all of our account specialists, we:

- Perform national background checks
- Obtain licenses and/or register them as required by certain states (MN, NE, AR and ID)

To ensure the completeness of this list, we employed the services of FormaLite Inc. to conduct a comprehensive collection qualification audit. During our most recent audit, FormaLite confirmed that Premiere Credit meets or exceeds the following requirements:

- Current agency, branch and manager licensing in states and municipalities per each individual requirement
- Holds bonding in accordance with each state and municipality per individual regulations
- Holds current Foreign Authorization and/or Certificates of Authority in the required states

List of Collection Qualifications

Jurisdiction	2002 Wellesley Blvd., Indianapolis, IN 46219			
	Qualification/ ID#	License Registration Bond	Licensed Manager Required	Listed Collectors Required
Alabama	FLL 602 - 983	Not Required	Not Required	Not Required
Alaska	Operator License	COA 0 1017	1	ALL
Alaska	Business License	929808	Not Required	ALL
Alaska	71960F	COA A 373	Not Required	ALL
Arizona	R09613610	909227	Not Required	Not Required
Arkansas	100195247	3351	1	ALL
California	200023110015	N/A	Not Required	Not Required
Colorado	20011077429	987920	Not Required	Not Required
Connecticut	663134	10022	Not Required	Not Required
Delaware	3336664	2001104907	Not Required	Not Required
Delaware - City of Wilmington	License	42212	Not Required	Not Required
Florida	M00000001839	CCA0900696	Not Required	Not Required
Georgia	36007	Not Required	Not Required	Not Required
Guam	FLLC 1275	Not Required	Not Required	Not Required
Hawaii	8206 C6	COLA - 422	Not Required	Not Required
Idaho	W13906	CCA 3344	Not Required	ALL
Illinois	450316	17020547	Not Required	Not Required
Illinois - City of Chicago	License	2269737	Not Required	Not Required
Indiana	1999081609	09-0236 CA	Not Required	Not Required
Iowa	253347	200118854	Not Required	Not Required
Kansas	2912681	Not Required	Not Required	Not Required
Kentucky	500616	Not Required	Not Required	Not Required
Louisiana	34983074 Q	40124983 I	Not Required	Not Required
Maine	20010048FC	DCL6362	Not Required	Not Required
Maryland	205961248	5192	Not Required	Not Required
Massachusetts	352085743	DC0730	Not Required	Not Required
Michigan	B93089	2401002380	4	Not Required
Minnesota	2486-LFC	20274395	Not Required	ALL
Mississippi	704994	Not Required	Not Required	Not Required
Missouri	FL0046330	Not Required	Not Required	Not Required
Montana	E035903	Not Required	Not Required	Not Required
Nebraska	10015779	612	Not Required	ALL
Nevada	Collection Agency	CAD11070	6	Not Required
Nevada	Entity Number	LLC8308-2002	Not Required	Not Required
Nevada	Business License	NV20021085068	Not Required	Not Required
Nevada - Carson City	Debt Collections	12-00027708	Not Required	Not Required
New Hampshire	362527	Not Required	Not Required	Not Required
New Jersey	600095833	7252	Not Required	Not Required
New Mexico	2158582	1075	Not Required	Not Required
New York	Does not issue ID #s	Not Required	Not Required	Not Required
New York - City of Buffalo	N/A	516782	Not Required	Not Required
New York - New York City	N/A	1345041	Not Required	Not Required
North Carolina	560660	3560	Not Required	Not Required
North Dakota	16556900	CA101778	Not Required	Not Required
Ohio	1226935	N/A	Not Required	Not Required
Oklahoma	3700668772	N/A	Not Required	Not Required
Oregon	767759-81	48763	Not Required	Not Required
Pennsylvania	2981795	N/A	Not Required	Not Required
Puerto Rico	517	SJ-12525-AC	Not Required	Not Required
Rhode Island	000117872	20092496DC	Not Required	Not Required
South Carolina	Does not issue ID #s	Not Required	Not Required	Not Required
South Dakota	FL000945	Not Required	Not Required	Not Required
Tennessee	577827	938	5	Not Required
Texas	800049595	775224895TX	Not Required	Not Required
Utah	4811856-0161	4811856-0131	Not Required	Not Required
Vermont	L0003598	Not Required	Not Required	Not Required
Virginia	T018315-4	Not Required	Not Required	Not Required
Washington	602126521	602126521	Not Required	Not Required
Washington DC	L07568	35208xxx-71100286	Not Required	Not Required
West Virginia	37801	1028-1040	Not Required	Not Required
Wisconsin	P037729	459	Not Required	Not Required
Wyoming	2006-000521601	512	Not Required	Not Required

List of Collection Qualifications

Jurisdiction	30th Street, Indianapolis, IN 46219			
	Qualification/ ID#	License Registration Bond	Licensed Manager Required	Listed Collectors Required
Alabama	FLL 602 - 983	Not Required	Not Required	Not Required
Alaska	Operator License	COA O 1047	1	ALL
Alaska	Business License	929808	Not Required	ALL
Alaska	71960F	COA B 333	Not Required	ALL
Arizona	R09613610	909227	Not Required	Not Required
Arkansas	100195247	4138	1	ALL
California	200023110015	N/A	Not Required	Not Required
Colorado	20011077429	987920	Not Required	Not Required
Connecticut	663134	28158	Not Required	Not Required
Delaware	3336664	2001104907	Not Required	Not Required
Delaware - City of Wilmington	License	42335	Not Required	Not Required
Florida	M00000001839	CCA0900696	Not Required	Not Required
Georgia	36007	Not Required	Not Required	Not Required
Guam	FLLC 1275	Not Required	Not Required	Not Required
Hawaii	8206 C6	COLA - 422	Not Required	Not Required
Idaho	W13906	CCA 3344	Not Required	ALL
Illinois	450316	17020547	Not Required	Not Required
Illinois - City of Chicago	License	2269738	Not Required	Not Required
Indiana	1999081609	09-0237 CA	Not Required	Not Required
Iowa	253347	200118854	Not Required	Not Required
Kansas	2912681	Not Required	Not Required	Not Required
Kentucky	500616	Not Required	Not Required	Not Required
Louisiana	34983074 Q	40124983 I	Not Required	Not Required
Maine	20010048FC	DCB11455	Not Required	Not Required
Maryland	205961248	5562	Not Required	Not Required
Massachusetts	352085743	DC1293	Not Required	Not Required
Michigan	B93089	2401002379	2	Not Required
Minnesota	2486-LFC	40196425	Not Required	ALL
Mississippi	704994	Not Required	Not Required	Not Required
Missouri	FL0046330	Not Required	Not Required	Not Required
Montana	E035903	Not Required	Not Required	Not Required
Nebraska	10015779	612	Not Required	ALL
Nevada	Collection Agency	CAD11071	2	Not Required
Nevada	Entity Number	LLC8308-2002	Not Required	Not Required
Nevada	Business License	NV20021085068	Not Required	Not Required
Nevada - Carson City	Debt Collections	12-00027793	Not Required	Not Required
New Hampshire	362527	Not Required	Not Required	Not Required
New Jersey	600095833	8768	Not Required	Not Required
New Mexico	2158582	1075	Not Required	Not Required
New York	Does not issue ID #s	Not Required	Not Required	Not Required
New York - City of Buffalo	N/A	516782	Not Required	Not Required
New York - New York City	N/A	1345043	Not Required	Not Required
North Carolina	560660	103750	Not Required	Not Required
North Dakota	16556900	CA101778	Not Required	Not Required
Ohio	1226935	N/A	Not Required	Not Required
Oklahoma	3700668772	N/A	Not Required	Not Required
Oregon	767759-81	48763	Not Required	Not Required
Pennsylvania	2981795	N/A	Not Required	Not Required
Puerto Rico	517	SJ-12526-AC	Not Required	Not Required
Rhode Island	000117872	20092496DC B01	Not Required	Not Required
South Carolina	Does not issue ID #s	Not Required	Not Required	Not Required
South Dakota	FL000945	Not Required	Not Required	Not Required
Tennessee	577827	938	Not Required	Not Required
Texas	800049595	775224895TX	Not Required	Not Required
Utah	4811856-0161	4811856-0131	Not Required	Not Required
Vermont	L0003598	Not Required	Not Required	Not Required
Virginia	T018315-4	Not Required	Not Required	Not Required
Washington	602126521	602126521	Not Required	Not Required
Washington DC	L07568	35208xxxx-71100287	Not Required	Not Required
West Virginia	37801	2233-3582	Not Required	Not Required
Wisconsin	P037729	459	Not Required	Not Required
Wyoming	2006-000521601	512	Not Required	Not Required

List of Collection Qualifications

Jurisdiction	1 Mill Street, Batavia, New York 14020			
	Qualification/ ID#	License Registration Bond	Licensed Manager Required	Listed Collectors Required
Alabama	FLL 602 - 983	Not Required	Not Required	Not Required
Alaska	Operator License	COA O 1176	1	ALL
Alaska	Business License	929808	Not Required	ALL
Alaska	71960F	COA B 372	Not Required	ALL
Arizona	R09613610	909227	Not Required	Not Required
Arkansas	100195247	4492	1	ALL
California	200023110015	N/A	Not Required	Not Required
Colorado	20011077429	987920	Not Required	Not Required
Connecticut	663134	30701	Not Required	Not Required
Delaware	3336664	2001104907	Not Required	Not Required
Delaware - City of Wilmington	License	69191	Not Required	Not Required
Florida	M00000001839	CCA0900696	Not Required	Not Required
Georgia	36007	Not Required	Not Required	Not Required
Guam	FLLC 1275	Not Required	Not Required	Not Required
Hawaii	8206 C6	COLA - 422	Not Required	Not Required
Idaho	W13906	CCA 3344	Not Required	ALL
Illinois	450316	1702547	Not Required	Not Required
Illinois - City of Chicago	License	2269740	Not Required	Not Required
Indiana	1999081609	12-0040 CA	Not Required	Not Required
Iowa	253347	200118854	Not Required	Not Required
Kansas	2912681	Not Required	Not Required	Not Required
Kentucky	500616	Not Required	Not Required	Not Required
Louisiana	34983074 Q	40124983 I	Not Required	Not Required
Maine	20010048FC	DCB12391	Not Required	Not Required
Maryland	205961248	6276	Not Required	Not Required
Massachusetts	352085743	DC945460	Not Required	Not Required
Michigan	B93089	2401002547	1	Not Required
Minnesota	2486-LFC	40291371	Not Required	ALL
Mississippi	704994	Not Required	Not Required	Not Required
Missouri	FL0046330	Not Required	Not Required	Not Required
Montana	E035903	Not Required	Not Required	Not Required
Nebraska	10015779	612	Not Required	ALL
Nevada	Collection Agency	CAD11072	1	Not Required
Nevada	Entity Number	LLC8308-2002	Not Required	Not Required
Nevada	Business License	NV20021085068	Not Required	Not Required
Nevada - Carson City	Debt Collections	12-00029592	Not Required	Not Required
New Hampshire	362527	Not Required	Not Required	Not Required
New Jersey	600095833	11057	Not Required	Not Required
New Mexico	2158582	1075	Not Required	Not Required
New York	Does not issue ID #s	Not Required	Not Required	Not Required
New York - City of Buffalo	N/A	516782	Not Required	Not Required
New York - New York City				
North Carolina	560660	111749	Not Required	Not Required
North Dakota	16556900	CA101778	Not Required	Not Required
Ohio	1226935	N/A	Not Required	Not Required
Oklahoma	3700668772	N/A	Not Required	Not Required
Oregon	767759-81	48763	Not Required	Not Required
Pennsylvania	2981795	N/A	Not Required	Not Required
Puerto Rico	517	SJ-14790-AC	Not Required	Not Required
Rhode Island	000117872	20092496DC B02	Not Required	Not Required
South Carolina	Does not issue ID #s	Not Required	Not Required	Not Required
South Dakota	FL000945	Not Required	Not Required	Not Required
Tennessee	577827	938	Not Required	Not Required
Texas	800049595	775224895TX	Not Required	Not Required
Utah	4811856-0161	4811856-0131	Not Required	Not Required
Vermont	L0003598	Not Required	Not Required	Not Required
Virginia	T018315-4	Not Required	Not Required	Not Required
Washington	602126521	602126521	Not Required	Not Required
Washington DC	107568	400312001584	Not Required	Not Required
West Virginia	37801	2271-7421	Not Required	Not Required
Wisconsin	P037729	459	Not Required	Not Required
Wyoming	2006-000521601	512	Not Required	Not Required

Laws

In addition to holding licenses to collect on debts in the U.S., Puerto Rico, and Guam, we routinely monitor for compliance with:

Laws/Entities Governing the Collection of Accounts Receivable
ACA International Code of Ethics and Code of Operation
Americans with Disabilities Act (ADA) of 1990
Consumer Credit Protection Act
Debt Collection Act of 1982, as amended, and P.L. 97-365
Debt Collection Improvement Act of 1996, P.L. 104-134, sec. 31001
Department of Labor Service Contract Act
Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.
Fair Debt Collection Practices Act (FDCPA), 15 USC § 1692 et seq.
Family Education Rights and Privacy Act of 1974 (FERPA), 20 USC § 1232g; 34 CFR Part 99
Federal Privacy Act
Federal Trade Commission (FTC) Regulations
Financial Services Modernization Act of 1999 (Gramm Leach Bliley Act - GLBA)
Health Insurance Portability and Accountability Act of 1996 (HIPAA)
NACHA - The Electronic Payments Association
New York General Business Law §399
Red Flags Rule as established by FTC's Fair and Accurate Credit Transactions Act of 2003
Regulation B
Telephone Consumer Protection Act 47 U.S.C. § 227 (1991)
Title II, National Defense Education Act of 1958, as amended
Title IV, Part B of the Higher Education Act (HEA), and all amended provisions thereof.
United States Bankruptcy Code
U.S. Postal Service Rules and Regulations
Wage Garnishment Requirement, 20 U.S.C. § 1095a : US Code - Section 1095A

Premiere Credit will perform all essential collection functions necessary for the services requested in this RFP.

There are no professional or ethical conflicts that would interfere with our performance if awarded a contract by West Virginia.

Firm's Methodology and Approach

Performance is measured according to the portfolio goals of each client, but generally is expressed as a total % of dollars recovered against the gross value of accounts placed with our agency. Collection fees and costs are assessed according to the terms and conditions of the consumer's original agreement with West Virginia.

Out of State Collection

Maintaining a strong network of legal counsel across the United States enables Premiere Credit to act quickly and precisely when pursuing judicial remedies. We thoroughly review the attorneys we select as partners prior to becoming part of our team. We confirm each counselor has met the necessary continuing education and professional development requirements to practice in their respective states. Attorneys selected to work with Premiere Credit must agree to uphold our strict standards and conduct all activities according to contract guidelines.

For the ease of pursuing judicial remedies on behalf of our clients, we have established a national network of attorneys with expertise in bankruptcy and collections to pursue trial litigation when necessary. Premiere Credit conducts a thorough review of each attorney's background and reputation before including them in our referral network.

When a consumer refuses to resolve their account voluntarily and our representatives have identified assets which support the ability to pay, Premiere Credit will recommend the account for litigation. West Virginia will receive a Legal Authorization request via its preferred method (email, electronic file, hard copy) requesting formal authorization to pursue the debt via legal action.

Litigation Services

Engaging the services of Premiere Credit's Legal Department is an effective way of resolving seriously past delinquent accounts. Legal recovery is an option for all clients and is only pursued with your express permission and approval. We have developed an efficient network of attorneys throughout the United States who are ready to enforce litigation on behalf of West Virginia.

After all early collection phases have been exhausted; the account will be transitioned to a Pre-Litigation Team staffed by account specialists trained in negotiating with individuals who resist voluntary payment options. Late stage collection efforts will take place for approximately 60 days. During this time our representatives will:

- Continue to make phone and mail attempts
- Aggressively skip trace the account
- Locate and confirm employment and/or assets
- Verify the debtor's street address

Issue Final Notice Prior to Litigation

Premiere Credit will send a strongly worded final collection demand to the debtor. This notice gives the individual a final chance to pay the balance-in-full or make a client-approved payment and avoid legal proceedings. The notice will clearly communicate the University's intention to move forward with litigation if the debt is not resolved in a timely manner consistent with your procedures. If these intensive efforts do not result in voluntary payments, our office will submit a summary of our efforts along with our recommendation to proceed with litigation. A Legal Authorization Worksheet will be forwarded to your team for review and approval.

Assignment with Attorney

Once authorization to file suit is approved by West Virginia and returned to our office we will assign the account to a collection attorney. By maintaining a legal network throughout the United States, we are able to act quickly when pursuing judicial remedies. Network attorneys are hand-picked by Premiere Credit's, Director of Operations to ensure they have the experience required to secure positive results on your behalf. Each counselor must demonstrate compliance with proper legal collection procedures and uphold strict legal due diligence standards when processing your accounts.

File Lawsuit

Upon assignment, the attorney will file a lawsuit and attempt to perfect service on the debtor. Once served with the summons and complaint, he must appear at a hearing on a date set by the court to argue the complaint. If the debtor does not appear in court, the attorney will ask the court to issue a default judgment on behalf of West Virginia.

Obtain the Judgment

If the debtor doesn't answer the complaint, Premiere Credit will move to obtain a civil judgment based on the amount owed, attorney fees and court costs, as permitted by the terms of the original support documents and state law. Once a civil judgment is obtained, we will send a Notice of Judgment to the debtor and advise him of the new status of the debt and a new total balance due.

Enforce Post Judgment Remedies

Depending on state law, many methods can be enforced to liquidate a civil judgment. Options include:

- Wage garnishment – Employer withholds funds automatically from debtor's paycheck
- Bank account seizure – A levy on funds held in the a checking or savings account
- Property lien – A lien against owned property guarantying repayment as part of the sale proceeds
- Court-ordered installment payments
- Post-judgment interrogatories – Letters sent to debtors who have not satisfied judgment terms timely.

Premiere Credit will prepare a **Litigation Report** each month. This report will provide a snapshot synopsis of West Virginia accounts as they progress through phases of legal recovery.

Firm's Personnel Qualifications

Key Personnel

Premiere Credit knows that an agency is only as good as the people who represent it. To this end, we have sought out the industry's leading stars in each operational and service area to ensure you are offered the best accounts receivable management experience possible. Premiere Credit hires talented and innovative managers, who think creatively and independently, lead by example, build trusted relationships with customers and hold Premiere Credit accountable for maximizing client performance.

The team listed here currently directs support for our government division. We will provide your personnel with 24-hour contact information for all managers, including executive management. Summary resume profiles for key management personnel are outlined in the following pages.

Key Management and Areas of Responsibility			
Name	Title	Years of Experience	Education
Rob Meck	President & CEO	29 <i>5 Years at Premiere</i>	Bachelor of Arts in Rhetoric Communications, University of Pittsburgh, Pittsburgh, PA
Feroze Waheed	Chief Financial Officer	39 <i>3 Years at Premiere</i>	Bachelor of Arts in Econometrics, University of Birmingham, Birmingham, England, Masters of Business Administration in Finance, University of California Berkley
Shane Archer	Vice President, Operations	19 <i>5 Years at Premiere</i>	Attended Purdue University with a focus in engineering and finance
Harold Wickline	Vice President, Operations	42 <i>2 Years at Premiere</i>	Bachelor of Arts in Business Administration, University of North Carolina
Chris Johnson	Director, Government Operations	13 <i>1 Year at Premiere</i>	Specialization in data trend analysis, profit and loss management and team leadership
Brian Williams	Corporate Controller	26 <i>3 Years at Premiere</i>	Bachelor of Science in Business Administration, Magna Cum Laude, Sonoma State University, Rohnert Park, CA
Joseph Baquero	Director, Client & Corporate Services	16 <i>4 Years at Premiere</i>	Bachelor of Arts in Business Administration and Marketing, Magna Cum Laude, San Francisco de Quito University, Avenida Vía Lactea, Ecuador
Michelle Foley	Vice President, Human Resources	20 <i>1 Year at Premiere</i>	Bachelor of Arts in Business Administration, Newport University
John Gillespie	Vice President and Chief Compliance Officer	25 <i>1 Year at Premiere</i>	Bachelor of Arts cum laude from Harvard University and a Juris Doctorate from the University of Toledo

Executive Profile

Robert R. Meck, President & CEO



Rob Meck drives a fast-paced, results-oriented culture that has transformed Premiere Credit into a company committed to its position as an industry leader that responds to the needs of its clients. Mr. Meck is well known and respected as a change-agent within the accounts receivable management (ARM) industry. Leading by example, he has built a culture where ethics, integrity and compliance are cornerstones of the company.

Mr. Meck has more than 27 years of experience in the ARM industry. Before joining Premiere Credit, he held key leadership positions with many financial services organizations including president and chief operating officer of the asset management division of a Fortune 500 company. Additionally, he has held executive positions in tele-services, sales and operations. He also directed student financial aid departments for two of the nation's leading universities.

Mr. Meck holds a bachelor of arts degree in Rhetoric, Communications from the University of Pittsburgh, Pittsburgh, PA.

Executive Profile

Feroze Waheed, Chief Financial Officer



Feroze Waheed brings nearly 40 years of experience in corporate finance, operations, information technology and accounting. Mr. Waheed is an expert in financing and building companies with a consistent track record of success in IPOs, fund raising, SEC reporting, financial and tax planning and contract negotiations. He has provided management consulting services to the collections industry, specializing in operations, capital structure, exit strategy and risk management.

In 2004, Mr. Waheed founded Astra business Services, Inc., a collection agency serving the healthcare, credit card, telecom and direct marketing industries, which has the distinction of being the first agency in the U.S. to achieve ISO 27001 certification.

Mr. Waheed received his bachelor of arts degree in econometrics with honors from the University of Birmingham, England, and earned his master of business administration in finance and accounting from the University of California, Berkeley.

Executive Profile

Shane Archer, Vice President, Operations



Shane Archer is a proven operational leader and strategic thinker. He provides leadership to collection teams working on behalf of numerous private sector businesses, guaranty agencies, colleges and universities, and government clients, including the U.S. Department of Education. Mr. Archer is a hands-on motivator and makes time each day to mentor collectors.

Mr. Archer is an innovator with expertise in process improvement and creative problem solving. Prior to joining Premiere Credit, he held senior and executive management positions with nationally known collection agencies. His extensive background includes work with private credit grantors, student loan guarantors, state tax debt portfolios, and campus-based default prevention and recovery programs.

Mr. Archer attended both Purdue University and Indiana University-Purdue University Indianapolis, where his bachelor of science concentration was corporate finance.

Executive Profile

Harold Wickline, Vice President, Operations



Harold Wickline is a seasoned accounts receivable management (ARM) industry executive with nearly 40 years of collection experience as both a senior manager and executive for some of the nation's most recognized and respected ARM firms. His areas of expertise include operations oversight and management of large government contracts, banking and retail collections.

Mr. Wickline is an engaging leader who takes time to understand client needs and expectations. Throughout his career, he has successfully managed the recovery portfolios for the U.S. Department of Education, Treasury contracts for IRS and FMS, multiple State Department of Revenue contracts, including tax amnesties, guaranty agencies, hundreds of colleges and universities and many retail and commercial clients. His unique leadership style has been instrumental in the substantial incremental growth of each client and company he has served.

Mr. Wickline received his Bachelor of Arts degree in Business Administration from the University of North Carolina.

Executive Profile

John Gillespie, Vice President and Chief Compliance Officer



John Gillespie offers more than a decade of experience in collections. He served as the managing attorney and chief compliance officer for a Colorado law firm previous to joining Premiere Credit. John has a strong legal background with over 25 years of litigation experience in fields such as business, construction, labor and insurance tort defense.

Nationally recognized as an expert in the consumer financial services industry as an attorney and compliance officer in the following fields, John's experience encompasses FDCPA defense litigation; design, development and management of compliance programs; regulatory management including licensing; preparation for and participation in client, financial institution, and CFPB audits; and training of collectors and other professionals.

John received a Bachelor of Arts cum laude from Harvard University and a Juris Doctorate from the University of Toledo. Mr. Gillespie is an ACA-certified Credit and Collection Compliance Officer (CCCO).

Executive Profile

Michelle Foley, Vice President, Human Resources



Michelle Foley is an established, respected leader in the human resources field. Her record of streamlining human resource operations has been instrumental to organizations of varying sizes across diverse verticals. Respected for her expertise with mergers and acquisitions, Michelle has lead numerous companies through periods of high growth.

Michelle has more than 20 years of experience in human resource management, providing executive leadership for many companies with a multi-state presence. Valued for her breadth of knowledge, she has been a strategic advisor to the companies she has served in the areas of daily operations, recruiting, succession planning, management training and team development.

Michelle is a graduate of Newport University and holds a B.A. in Business Administration.

Director Profile

Chris Johnson, Director, Government Collections



Chris Johnson is a dynamic operations executive with over eleven years of management experience; having led a range of successful operational teams for some of North America's most prestigious accounts receivable management (ARM) firms. Most recently Chris was Senior Vice President for a national law firm, where he managed operations four facilities (national and international), and oversaw all aspects of collection operations for over 200 employees.

Mr. Johnson specializes in data/trend analysis, profit and loss management, outstanding team leadership (including hiring, training, motivating and retaining excellent staff) and exceeding expectations for each of his clients. His technical experience encompasses expert familiarity with numerous collections industry systems, including several different collection platforms and dialer systems. His combination of technical savvy and communication skills produces exceptional results for every client he serves.

Manager Profile

Brian Williams, Corporate Controller



Brian Williams contributes a decade's worth of corporate fiduciary experience and responsibility in his role as corporate controller. His strengths vary across diverse corporate settings—from implementing financial controls, to managing fiscal compliance and forecasting expected revenues. Brian continues to prove his leadership and financial strategy skills by spearheading corporate financial planning initiatives and creatively improving the quantity and quality of key performance indicators.

While Brian's background and work history lend themselves to a strong financial management skill set, Brian is also extremely successful at meeting the needs of different business units by communicating and managing best practices, serving as a strategic as well as employee team leader, interfacing with external and internal audits, and collaborating effectively with operations, management, executive and accounting teams.

Brian earned a bachelor of science degree in business administration, graduating Magna Cum Laude from Sonoma State University.

Director Profile

Joseph Baquero, Director, Corporate and Client Services



Joseph Baquero manages the Client & Corporate Services Division, which is responsible for meeting all client needs. He works shoulder-to-shoulder with Compliance to ensure the company exceeds all contractual requirements for each client we serve.

Prior to joining Premiere Credit, Mr. Baquero was a Senior Client Manager for a legal collections platform. In this role, he managed multi-million dollar relationships with clients such as American Express, Bank of America, and Discover. His areas of expertise also include the implementation of complex financial investment programs and associated reconciliation and reporting requirements.

Mr. Baquero is a bilingual professional and has experience in academia, having worked for American Junior College and San Francisco de Quito in Ecuador. He graduated magna cum laude with a B.A. in Business Administration and Marketing from San Francisco de Quito.

Employee Screening Process

Each collector assigned to work West Virginia accounts is properly trained in municipal debt collection by our dedicated team of trainers. Premiere's hiring process is rigorous. Staffing levels are dependent upon the total number of accounts received on a continuous basis. Each employee will generally work a desk file of approximately 350-450 accounts, depending on the experience of the employee. To ensure quality new hires, our recruiting staff conducts both background checks and utilizes tests to identify strong candidates.

Social Security Number (SSN) Verification

The Social Security Number verification product searches over 600 million records on an individuals' reported SSN. It provides us the ability to verify and validate who may be using a certain SSN. This is the same information used by banks, lenders and credit companies nationwide.

Criminal Searches

Premiere Credit utilizes IntelliCorp to access an exhaustive database of state and county records. State criminal searches include felony or misdemeanor records as reported by various state agencies or other sources such as Department of Corrections, Sex Offender Registry, and IntelliCorp's own aggregated county criminal information.

IntelliCorp recommends single county criminal searches only when a more comprehensive, updated database search is not available. The search is conducted at the county court level and will recover records from any county requested in the United States. Included in the search are any felony and misdemeanor records. The report contains complete case information including defendant information (defendant name, DOB, and address); case information (case number, filed date, disposition, disposition date, and sentence); and criminal charge information (statute section, offense description, and charge disposition).

Arrest and Booking Records

Available in select states, arrest and booking records consist of historical and current county arrest records for various counties. Records include currently incarcerated and released inmates.

Pre-employment Drug Testing

Pre-employment testing occurs before an applicant is hired. No applicant shall move forward with the employment process until a negative controlled substance report has been obtained. If an applicant violates our drug-free workplace policy, the offer of employment will be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test. If the applicant does not successfully pass the drug test the second time, they will not be considered for employment at Premiere Credit for a period of not less than 12 months.

Pre-Employment Testing

Premiere Credit is a company which values its employees and recognizes the importance of matching applicants with a position they will find personally rewarding. In addition to thorough background investigations and references checks to validate the candidates past performance and ethical pattern of behavior, we utilize two cognitive tests by Wonderlic® to pinpoint the success potential of each candidate.

Wonderlic® Behavioral Risk Profile

This short, 90-question assessment is an excellent tool to identify if each candidate possesses the personality traits which are good predictors of future success as an account representative with Premiere Credit. Results are provided to inform our hiring managers about areas such as

- Personal productivity
- Work Effort and persistence
- Service and support
- Counterproductive work behavior
- Turnover risk

Wonderlic® Contemporary Cognitive Ability Test (WPT-R)

Employee satisfaction is the foundation to building a successful business and measuring cognitive ability is widely accepted as the most accurate predictor of employment success. Premiere Credit has selected the Wonderlic® Contemporary Cognitive Ability Test (WPT-R) to help us in our goal to match the right candidate in a job that will leaving them feeling satisfied and happy, a feeling which will translate directly to excellent customer service for our clients.

Cognitive ability, or aptitude, testing, is an objective measurement to validate if a particular applicant is well-suited for the position for which they are being considered. WPT-R measures a candidate's ability to:

- Learn a specific job
- Solve problems
- Understand instructions
- Apply knowledge to new situations
- Benefit from specific job training
- Be satisfied with a particular job

A short, 12-minute online test comprised of 50 questions designed to measure general intelligence is administered and results are available to our team within minutes. The resulting information (pictured below) is helpful in evaluating the applicant will be under- or over-challenged and can successfully meet the performance expectations for a position.

Professional Interpreting Services

We recognize the importance of strong communication between our clients and the diverse populations they serve. To ensure lines of communication are always open, our agency has adopted two levels of service for bilingual account holders.

Level I

The majority of non-English calls we receive are from Spanish-speaking consumers. To address the immediate need of this segment of account holders, Premiere Credit currently has 13 Spanish-speaking employees and is in the process of establishing a dedicated team of account representatives to triage all callers who prefer to communicate in Spanish. We also have staff members who speak fluent French and Portuguese.

Level II

To ensure instant access to expert translators is available during all hours of operation, Premiere Credit contracts with Language Line® to provide professional translation services for non-English speaking customers. With access to translators fluent in more than 170 languages, Language Line® helps our account representatives communicate with callers in a language which will facilitate a successful collection effort. This on-demand service has many benefits as it enables us to

- Ease the collection process
- Provide service to an unlimited number of account holders
- Efficiently manage internal staffing levels
- Achieve high results for our clients

In our experience, commonly requested languages are Spanish, Chinese, Russian, Haitian Creole, Korean and Italian. We have had a very high level of success with Language Line® and are proud to say we have never been unable to communicate with a consumer since enlisting their services nearly five years ago.

Corporate Training

The field of accounts receivable management is one of constant change. To manage our processes efficiently, employee training is essential to our continued success as an organization. As one of the largest players in the business, we recognize the importance of investing in a comprehensive training program to respond to changes as they occur. To do this, we employ full-time corporate trainers to oversee our ever-changing needs and to maintain compliance with internal organizational controls.

Wise investment

We value and appreciate our employees. Providing a complete training program enables us to ensure future job satisfaction and reduce turnover. We have also experienced a boost in recruitment as our program demonstrates our commitment to ensuring the long-term career success of individuals who join our team. During our recruiting and hiring process, our human resources professionals work to identify talented people with the right personality traits and soft skills to be successful in our industry. We identify people who possess characteristics such as

- A positive attitude
- Strong communication skills
- Ability to learn new things quickly
- A desire to meet and exceed goals

Candidates with these qualities will easily thrive in our industry with the help of the proper skill-based training.

Phase One

The first two weeks of training are conducted in a classroom setting using state-of-the-art technology in a simulated recovery environment.

Skill-based training

Throughout Phase I, trainers will impart the hard skills required to quickly transition from new hire to star performer. During this time, we place an emphasis on

- Active listening
- Complaint prevention
- Conflict resolution
- Corporate ethics and compliance
- Customer-service tactics
- Industry jargon
- Negotiation tactics
- Technology
- Telephone etiquette
- Understanding laws and regulations

Industry Regulations

It is our goal to infuse our culture of compliance into each training class as well as the ability to deliver results for our clients. To achieve this goal, our trainers spend a significant amount of time educating new hires about the many laws and regulations which govern our industry such as:

- Consumer Credit Protection Act
- Fair Debt Collection Practices Act (FDCPA)
- Fair Credit Reporting Act (FCRA)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Telephone Consumer Protection Act (TCPA)
- Gramm-Leach Bliley Act (GLBA)
- Higher Education Act of 1964 (HEA)
- Privacy Act

In addition to reviewing debt collection and other consumer protection laws, our trainers provide insight on how to effectively communicate with your account holders within the boundaries of each. To ensure each employee understands the letter and spirit of each law, testing is performed and additional training is provided as needed. Trainers also conduct an FDCPA-specific test and we require a passing score of 90% or greater before advancing new hires to the collection floor.

Phase Two

Immersive Classroom Training

Newly trained representatives will make phone calls while still under the supervision of the training staff. During the next two weeks of training, new employees are observed while working active accounts and making telephone calls. Conducting this training in a controlled collection environment enables the trainer to be present to monitor communications, provide immediate assistance with unique circumstances, and to close the call as required by our corporate policy.

In addition to live call assistance, our trainers will answer questions that might arise concerning the use of our FACS collection system. At the end of this phase, the trainer will review the each employee's progress with the unit manager. Those who have demonstrated an expert level of skill will be advanced to the collection floor.

Continuous Training Review and Development

Premiere Credit's success in the field of accounts receivable management is directly attributed to the daily work effort of our dedicated, professional team of corporate training personnel. Training content is presented in a variety of formats to ensure the examples are engaging, relevant and have the right impact. Premiere Credit's classroom style initial training period is supplemented with advanced sessions through the use of:

- Recorded calls
- Live side-by-side call monitoring and instruction
- Role-play
- Topical presentations
- Written training manual
- Training sheets to address targeted needs
- Daily, weekly, and monthly staff meetings
- One-on-one score card coaching

Monitoring Frequency

Trainees are monitored daily by training staff while in the early weeks of their career at Premiere Credit. Materials are reviewed prior to each new training class, usually every two weeks. Once transitioned to the unit, unit collection managers, senior collection managers, and the internal compliance department will continuously monitor for high quality customer service on behalf of our clients.

Training Effectiveness

The effectiveness of our program is monitored by factors such as individual collector success (reported monthly on the scorecard), compliance with contract requirements and collection industry laws and conformity to internal policies and procedures. When trends in any of these areas emerge, managers in operations and compliance will meet with the training team to review and update material on an as-needed basis.

Phase Three – Advanced Skip Tracing

Once trainees have been transitioned to their respective teams, more sophisticated skip tracing methods are presented at management request. New employees are taught more investigative methods to locate and resolve consumer accounts. Additionally, Premiere Credit utilizes a strategic and cost effective method of extracting external data through our proprietary skip waterfall process, allowing for more detailed information for asset location as well as additional consumer contact information.

Phase Four - Continuous Floor Training

Managers conduct regularly scheduled meetings and provide guidance to staff following the transition to the collection floor to ensure understanding, consistency and increased recoveries. Unit Collection Managers are responsible for listening to calls, coaching, and identifying improvement opportunities as well as rewarding progress. The internal compliance team performs a monthly call monitoring process to listen to a prescribed number of calls made by each employee. This internal control step enables us to self-audit the work of our operations team and ensure legal compliance.

Phase Five - Professional Development

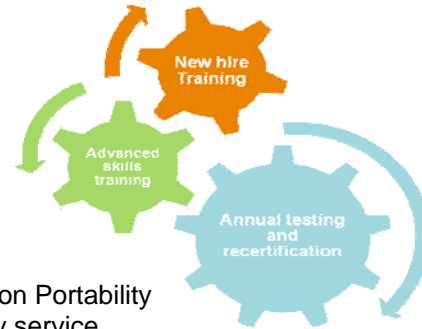
Management-level employees participate in compliance summits three times each year. Hosted by the Compliance department, each summit provides an excellent opportunity for policy and procedure discussions. To ensure our management team is equipped to lead our team through frequent changes within the ARM industry, annual testing on essential topics is provided. Topics change according to need but traditional courses have included:

- Security Awareness Training
- Code of Conduct
- Harassment Awareness
- Leadership
- Collection Tactics

Phase Six - Annual Training

Employees are required to recertify their understanding of key areas each year. We require test scores of 90% or higher on

- Fair Debt Collection Practices Act (FDCPA)
- Security Awareness and Literacy
- Code of Conduct
- Harassment Awareness
- Data and Record Retention
- Red Flag Rules.



Employees are also required to attend training on the Health Information Portability and Accountability Act (HIPAA) if required for the line of business they service.

Premiere Credit's 36 managers average nearly eight (8) years of experience in the accounts receivable industry. Our recovery executives average more than 20 years of experience in collections. These industry leaders act as mentors to junior staff to ensure we have a ready and able talent pool to choose from as employees grow with our company.

We ensure new collectors will meet our business needs by continuously reviewing new applications, interviewing candidates who meet the high standards we look for in our employees and providing ample training opportunities when they ultimately join our team. As new clients join, we hand-pick seasoned members of our collection team to form a nucleus for a new collection unit. This method enables us to assure FTB that experienced recovery personnel will be immediately available to begin working accounts on its behalf. New employees will be recruited and trained to fill the positions vacated by these account representatives.

Locations

Premiere Credit headquarters is centrally located in Indianapolis, IN.

2002 Wellesley Blvd.
Indianapolis, IN 46219
Toll Free Phone: (866) 808-7118
Fax: (317) 972-6595

Our additional offices are located:

One Mill Street, Suite 200
Batavia, NY 14020-3141

6550 E. 30th St.
Indianapolis, IN 46219-1102

450 Tenth Circle North
Nashville, TN 37203

SOLICITATION NUMBER: CRFQ SWC1500000006
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To respond to technical questions submitted, via attachment.
 2. To change the date of the bid opening from 11/18/2014 to 11/20/2014 at 1:30 PM, EST.
- No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC1500000004

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


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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

PremiereCredit of North America, LLC
Company

Authorized Signature
Nov. 20, 2014
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
33 - Service - Misc

Proc Folder: 30609

Doc Description: Statewide Contract for Debt Collection

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-28	2014-11-18 13:30:00	CRFQ 0212 SWC1500000006	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Premiere Credit of North America, LLC
2002 Wellesley Blvd, Indianapolis, IN 46219
317-972-6513

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Signature X

FEIN # 352085743

DATE Nov. 20, 2014

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Debt collection services - Colleges and Universities				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Debt collection services - Worker's Compensation				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Default Account
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - New Accounts
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Levy Account
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Debt collection services - Div. of Environmental Protection				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Debt collection services - Other Spending Units				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Debt collection services - Rate of Second Placement				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Debt collection services - Rate of Second Placement-Colleges				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Colleges

% of Amount Collected -

SWC1500000006	Document Phase Final	Document Description Statewide Contract for Debt Collection	Page 6 of 6
---------------	--------------------------------	---	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
33 - Service - Misc

Proc Folder: 30609

Doc Description: Statewide Contract for Debt Collection

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-28	2014-11-18 13:30:00	CRFQ 0212 SWC1500000006	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Premiere Credit of North America, LLC
2002 Wellesley Blvd, Indianapolis, IN 46219
317-972-6513

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Signature X

FEIN # 352085743

DATE Nov. 20, 2014

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Debt collection services - Colleges and Universities				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Debt collection services - Worker's Compensation				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Default Account
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - New Accounts
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Levy Account
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Debt collection services - Div. of Environmental Protection				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Debt collection services - Other Spending Units				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Debt collection services - Rate of Second Placement				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Debt collection services - Rate of Second Placement-Colleges				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Colleges

% of Amount Collected -

SWC1500000006	Document Phase Final	Document Description Statewide Contract for Debt Collection	Page 6 of 6
---------------	--------------------------------	---	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
33 — Service - Misc

Proc Folder: 30609

Doc Description: Addendum #1 Statewide Contract for Debt Collection

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-12	2014-11-20 13:30:00	CRFQ 0212 SWC1500000006	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Premiere Credit of North America LLC
2002 Wellesley Blvd
Indianapolis, IN 46219
317-972-6513

FOR INFORMATION CONTACT THE BUYER

Debbie Watkins

(304) 558-3568

debbie.a.watkins@wv.gov

Signature X

FEIN #

352085743

DATE Nov. 20, 2014

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Debt collection services - Colleges and Universities				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Debt collection services - Worker's Compensation				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Default Account
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - New Accounts
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Levy Account
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Debt collection services - Div. of Environmental Protection				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Debt collection services - Other Spending Units				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Debt collection services - Rate of Second Placement				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt
% of Amount Collected -

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Debt collection services - Rate of Second Placement-Colleges				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Colleges

% of Amount Collected -

SWC1500000006	Document Phase Final	Document Description Addendum #1 Statewide Contract for Debt Collection	Page 6 of 6
----------------------	---------------------------------------	--	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Premiere Credit of North America, LLC

Signed: 

Date: November 20, 2014

Title: Vice President, Operations

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

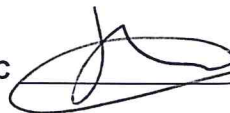
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Premiere Credit of North America, LLCAuthorized Signature:  Date: November 20, 2014State of IndianaCounty of Marion, to-wit:Taken, subscribed, and sworn to before me this 20 day of November, 2014.My Commission expires 1-24, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

*Purchasing Affidavit (Revised 07/01/2012)*

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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


5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: PremiereCredit

Name of Associate: _____

Signature: 

Signature: _____

Title: Vice President, Operations

Title: _____

Date: Nov. 20, 2014

Date: _____

Form - WVBAA-012004
Amended 06.26.2013

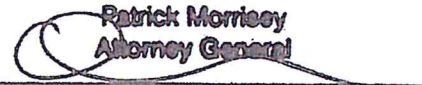
APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13

BY Patrick Morrissey
Attorney General

Exhibit C - Pricing Page

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

Agency	Type of Account	% of Amount Collected
1. Colleges and Universities	Per Debt	20%
2. Worker's Compensation	Default Account	15%
3. WV Department of Tax and Revenue	New Accounts	14.75%
	Levy Account - Where our employee is instrumental in the preperation of the levies.	9.00%
4. Division of Environmental Protection	Per Debt	15%
5. Other Spending Units	Per Debt	15%
6. Rate of Second Placement	Per Debt	19%
	Colleges	28%

Bidder Contact Info

Vendor: Premiere Credit of North America, LLC

Bidder Name (Print): Premiere Credit of North America, LLC

Contact Name (Print): Shane Archer

Phone: 317-917-4850

Fax: 317-972-6558

E-mail: sarcher@premierecredit.com

Bidder Signatue:

