



F.H. CANN & ASSOCIATES

Respect | Care | Recovery

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PROPOSAL

to

WEST VIRGINIA PURCHASING DIVISION

in response to

REQUEST FOR QUOTATION

CRFQ 0212 SWC1900000006

Debt Collection Services

Bid Opening Date 11/15/2018, 1:30 pm EST

RECEIVED

2018 NOV 15 AM 8:25

WV PURCHASING
DIVISION

Submitted by:

Sheri A. Traficante-Cann

President/CEO

Phone: 978-215-3602

Email: scann@fhcann.com



National Association of College and
University Business Officers



*"F.H. Cann has done an outstanding job
with our default portfolio."*

*Steven Pendenza,
American Student Assistance*





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November 12, 2018

Mr. Mark A. Atkins
Senior Buyer, West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Re: Request For Quotation CRFQ 0212 SWC1900000006 - Debt Collection Services

Dear Mr. Atkins,

F.H. Cann & Associates, Inc. (FHC) appreciates the opportunity to respond to your Request For Quotation - Debt Collection Services presented by the West Virginia Purchasing Division.

Established in 1999, FHC is licensed nationally and specializes in government and higher education collections, serving states, municipalities, colleges, universities, guarantors, and the U.S. Department of Education. We have the experience, resources, and capacity to handle your necessities while giving you the time and attention you demand and deserve. I would like to take this opportunity to briefly draw your attention to the following points regarding our proposal:

- **Experience Serving Government Entities:** FHC is a full service collection agency serving government entities since our inception in 1999.
- **State-of-the-Art Technology Customized for West Virginia Purchasing Division:** FHC uses robust, highly configurable and integrated collection technology to ensure that we meet the West Virginia Purchasing Division's need for its receivables.
- **Committed Service for You and Your Constituents:** FHC is your true business partner, customizing workplans, materials, and operations to meet your needs and requirements.

As industry leaders, we are excited about this opportunity and look forward to serving you. If you have any questions, do not hesitate to contact me at 978-215-3602 or via email at scann@fhcann.com.

Sincerely,


Sheri A. Traficante-Cann
President/CEO

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Executive Summary

F.H. Cann & Associates, Inc. (FHC) appreciates the opportunity to respond to your Request for Proposal (RFP) for Collection Agency Services presented by the West Virginia Purchasing Division.

Established in 1999, FHC is a certified woman-owned full-service collection agency providing compliant, best-in-class recovery services at cost-effective rates for our clients. As a company with direct involvement from company leaders, the West Virginia Purchasing Division and its State agencies will never have to wade through the chain of command layers often found in larger companies, to get things done. We are available to make decisions and enact change to ensure there is never a bottleneck holding up recovery efforts. The bottom line is that you will see your revenue increase faster than ever before. As a leader in government collections, FHC has the experience, resources, and capacity to handle your growing business while giving you the time and attention you demand and deserve.

In fact, FHC can proudly boast that we have earned an A+ Rating from the Better Business Bureau (BBB).



In our proposal, FHC demonstrates that we have the experience, staff, policies, procedures, and technology to meet or exceed your needs. We also provide details of our extensive experience partnering with State agencies as well as proposed plans to meet the contract requirements. Our plans detail our commitments, processes, goals, and methods to meet or exceed your expectations. Keep in mind that we can customize plans to meet any West Virginia Purchasing Division's requirements.

FHC Guarantees

Before you even get to know FHC through this proposal, we want to state from the start that at minimum, FHC guarantees the following:

- FHC has extensive experience having partnered with clients just like West Virginia Purchasing Division since 1999.

- FHC is licensed nationally, including in the state of West Virginia.
- FHC performs collection services for state agencies, municipalities, higher education institutions of similar or greater size to those listed by the West Virginia Purchasing Division on section “Qualifications”, § 1.1 of the RFP specifications, including the U.S. Department of Education and a host of state student loan guarantors.
- FHC guarantees that we will provide West Virginia Purchasing Division and/or participating State agencies with secure, online account access. Furthermore, we will provide any needed training, as well as continued support throughout the term of the contract.
- FHC is able to transmit payments via ACH, checks, or other electronic means—this is a standard part of our normal operation.
- Throughout the contract, FHC will provide West Virginia State agencies a full selection of standard, customized, and ad hoc reports, in the frequency and format that you need. All reports are provided at no additional cost.

**FHC has
UNLIMITED
reporting
capabilities**

**FHC
can customize
letters
to meet all
Client's expectations**

Company History

FHC was established in 1999 by President/CEO Sheri A. Traficante-Cann and Executive Vice President/COO Frank H. Cann Jr. The partners were driven by the goal of providing the best customer service while maximizing returns for their clients. With that focus, the company's philosophy is:

Respect | Care | Recovery

Over the past 19 years, FHC has developed into an industry-leading organization serving diverse markets. We collect taxes, utilities, higher education accounts, healthcare, retail, financial services, and various accounts for government entities.

As of today FHC employs over 340 individuals and handles over \$7.2B/850,000 in delinquent accounts.

FHC is dedicated to maintaining low employee turnover; our employees' average tenure is 6.4 years and most of the staff members have been with the company for more than 10 years. Employees are treated with respect and rewarded with a competitive compensation program. FHC is proud to state that we have been named one of the **"Best Places to Work in Collections"** by InsideARM, a noted industry publication. FHC team is treated with respect and compensated as such.

Experienced Government and Higher Education Debt Collectors

FHC has a proven track record of working with state and local governments to fulfill their collection needs. We know the unique challenges facing government officials when it comes to collecting debts owed by constituents and businesses. FHC collects and has collected for dozens of government agencies at the federal, state, and municipal agencies. Some of our government and higher education clients include, but are not limited to, the following:

- Chelmsford, MA
- Commonwealth of Virginia – Dept. of Taxation
- Education Credit Management Corporation
- Everett, MA
- Framingham, MA
- Lowell, MA
- Louisiana Department of Revenue
- Navient Corporation
- New Hampshire Higher Education Assistance Foundation
- North Carolina State Education Assistance Authority
- Northeastern University
- Norton, MA
- Pittsfield, MA
- Rhode Island Student Loan Authority
- Springfield, MA
- Tyngsborough, MA
- University of Rhode Island
- U.S. Department of Education
- Westborough, MA
- Westford, MA
- Woburn, MA

The FHC team has decades of combined experience providing primary and secondary collection services to government agencies and higher education clients for various types of debt collection. In fact, our proven core strength and the heart of our business involves collecting on higher education and government portfolios. Our unprecedented success is due in part to our time-tested collection methodology supported by state-of-the-art technology, which has shown to be even more effective in helping us collect these specific types of receivables.

FHC is also proud to highlight that all our supervisors have successfully completed the Collections Professional Certificate Program. The program improves expertise, knowledge and personal skills in strategic areas of daily collection activities. Areas of focus include customer service, negotiating financial agreements, billing, delinquencies, documentation, account placement, and best practices. The program also centers on regulations including, but not limited to, the Fair Debt Collection Practices Act (FDCPA), and the Telephone Consumer Protection Act (TCPA), as well as statutes of limitation, compliance, and due diligence.

As of today FHC collectors handle over \$7.2B/850,000 in delinquent accounts.

Below a sample of our placements and recoveries as of 10/31/2018

Type	Type of account	Recovery %
Massachusetts Municipal Taxes	Property Taxes	27.88%
Louisiana Department of Revenue	Taxes	5.08%
Commonwealth of Virginia Department of Taxation	Taxes	8.27%
Education Credit Management Corporation	Federal Student Loan	17.80%
New Hampshire Higher Education Assistance Foundation	Federal Student Loan	41.07%
Navient Corporation	Federal Student Loan	11.40%
North Carolina State Education Assistance Authority	Federal Student Loan	21.00%
Northeastern University	Tuition / Perkins	22.30%
Santander Bank	Consumer & Commercial Banking	20.20%

References

Please feel free to contact some of our references for a better evaluation of FHC care and attention to the Client's needs. A list of our references is attached in the Exhibit D.

The FHC Management Team

FHC is a team of collection industry professionals, each fulfilling an important role in managing our clients' portfolios. Our experience as a company dates back to 1999, but each individual came to our organization with a solid background and business experience.

Please refer to Exhibit A for our Organizational Chart.

Following are biographies of our management team.

Sheri A. Traficante-Cann – President and CEO

Sheri is a visionary executive with more than 27 years of experience managing all levels of multiple projects including operations, budgeting and administration within the accounts receivable management industry. As President and CEO, Sheri evaluates and advises company initiatives on the impact of long-range planning. She is directly involved with the introduction of new programs and strategies to build the organization.

Sheri is directly involved with client management ensuring that we provide the best service and results possible. One of Sheri's key initiatives is to ensure the highest employee motivation and morale. Sheri believes that a solid team will work hardest for our clients.

Frank H. Cann, Jr. - Executive Vice President / COO

Frank is a results-oriented executive with more than 30 years of professional experience managing all levels of multiple projects including operations, budgeting and portfolio management within the accounts receivable management (ARM) industry. Frank is focused on continuous-improvement, a sense of always upgrading our organization, building better processes and systems, improving client relationships, increasing market share, and developing leadership within FHC. Frank oversees company finances. He directs, develops and advises on a variety of commercial, consumer and governmental clients. He reviews all collection policies and ensure achievement of growth, income and expense goals for the portfolio, as established in the annual operating budget. In June 2018 Frank was elected Co-Chair of the NCHER Collection Agency Caucus

Kara Cann-Bencosme - Executive Vice President

Kara Bencosme serves as FHC's lead resource for business reporting by developing business intelligence tools that align with FHC's strategic priorities. She is responsible for the efficient design and creation of client analytical reports and works toward optimizing the client experience. Kara collaborates with leaders across FHC to effectively communicate how data can assist with our performance, increased efficiencies, and innovative tools on highly competitive large-scale collection contracts. She oversees and administers FHC's data analysis and reporting capabilities and is responsible for turning data and analysis into relevant insight and actionable information.

This position allows FHC to offer on demand analytics ensuring delivery of information to clients and management at all levels in the organization. Kara graduated from Emmanuel College with a Bachelor of Arts in Mathematics and Economics.

Michael A. Beatty, Esq – General Counsel and Chief Compliance Officer

Mike is a seasoned corporate attorney with more than 20 years of experience and a background in corporate governance, regulatory compliance and consumer litigation. Proven experience developing and implementing strategies focused on compliance, litigation, risk mitigation and training.

Results-driven leader with a reputation for achieving goals, maintaining employee adherence to corporate rules and building relationships within the company to ensure cohesion between operations, quality assurance, and compliance. He is a graduate of University of Massachusetts at Boston and the New England School of Law.

Barry W. Brown - Senior Vice President of Operations

Barry is an accomplished, strategic, and growth-focused professional with 30 years of experience in the student lending industry. An achievement-oriented professional with extensive experience in operations management, performance management, and strategic planning. Barry has a proven track record of managing complex projects while leading teams toward overall success. He provides exceptional skills in people management, training and development, regulatory compliance, quality assurance, and project management. He consistently identifies opportunities

for advancing business objectives while implementing best practices for process improvement. He is a value-centric leader who thrives in fast-paced environments delivering forward-thinking and professionalism.

Mary Lanzillo – Comptroller

Mary is a result-oriented, ambitious, and fiscally responsible executive with more than 30 years of experience performing solid fiduciary duties. Mary maintains a documented system of accounting policies and procedures in line with GAAP. She oversees accounting, human resources, national bonding and licensure and ensures that all transactions for accounts payable, accounts receivable, payroll, and bank reconciliations are performed correctly and in a timely manner. She issues timely financial statements, agency analysis, and budget variances and coordinates with external and internal auditors. Mary is a graduate of the University of Massachusetts.

Jason R. Williams - Vice President of Collection Operations

Jason is an accomplished collections call center and back-end operations manager with more than 15 years of professional experience managing various levels of highly competitive large-scale collection contracts specializing in the government-based contracts. Jason is a highly analytical thinker with a talent for identifying and improving complex work processes. A respected team leader who effectively meets or exceeds goals, Jason leads by example demonstrating the best-practice and high standards for his staff. He ensures compliance with applicable laws, regulations and client guidelines on federal, state and local levels, and maintains a productive environment by motivating and coaching employees to meet high performance standards.

Gene Daigle – Director of IT & Development, Security Officer

A talented information technology professional, Gene oversees all aspects of our technology and security infrastructure. He manages our information security program, leads customer security audits, and performs due diligence and vendor oversight. Gene was the driving force behind the

company's completed FISMA audit for the U.S. Department of Education contract and as a result, FHC was awarded an authorization to operate (ATO).

Gene managed our system and data migration projects overseeing the retirement of legacy systems. He improved system fault tolerance and availability through clustering, EMC and VMWare technologies, and manages our SQL server and VB development of internal tools. Gene is also responsible for overseeing all aspects of desktop support and data operations including client support questions.

Justin Cann – Director of Public Affairs

As Director of Public Affairs, Justin maintains lines of communication with major public and private stakeholders in the collection industry. Justin communicates the collection industry's needs, concerns and accomplishments. It is his job to inform stakeholders how proposed legislation would affect FHC and the consumers they assist. He stays abreast of any legislation and actions of key regulatory players that would affect operation at F.H. Cann. Justin monitors and provides F.H. Cann's response on anything that would impact F.H. Cann and the collection industry positively or negatively.

Justin additionally spearheads community engagement programs that ensure F.H. Cann is a socially responsible enterprise such as engagement with local charities, philanthropic groups and clothing and food drives. Justin organizes employee appreciation events as he ensures all workers feel satisfied and eager to work at F.H. Cann and Associates. He oversees employee surveys which provide feedback to the Executive Board, which enhances F.H. Cann's operations and overall brand. His belief that all voices must be heard enhances the experience of clients and constituents that F.H. Cann serves. Justin holds both a Bachelor of Arts in Political Science and a Master of Public Affairs degree from Merrimack College.

FHC training for new employees

Initial Classroom Training

FHC has developed comprehensive training programs to coincide with company policies, our client's portfolio intricacies and federal, state and local regulations governing our industry.

The initial training period for new employees can run anywhere between two and four weeks.

The length of each class is based on factors, such as the complexities of the portfolio and the level of experience each new hire brings. New employees are evaluated on their training and must receive a passing score before being assigned to a portfolio.

FHC's training manager has over 12 years' experience developing and delivering curriculum in debt collection. Training is instructor led and includes but is not limited to hard copy materials, on-line training, testing, and role-playing.

FHC has 2 trainers, each of them completing a separate phase of the learning process.

Training Manager, teaches FHC company policies, FDCPA, State specific collection rules, all client work standards, concepts, talk-off techniques and collection software systems.

Trainer 2 (Mentor), continues to reinforce concepts, work standards, talk-off techniques and systems as the employee begins to transition into their position. During this time trainees apply what they have learned while beginning to work live accounts. This includes calling borrowers to discuss the available options, documenting the ARTIVA account and ensuring they are following company and client work standards.

FHC maintains electronic records of employee training programs and exam results.

Following are the topics covered in our training program:

Regulatory Compliance

- FDCPA comprehension and practical application
- FERPA, the Family Education Rights and Privacy Act
- State and local laws
- Electronic Funds Transfer Act / Regulation E

- Gramm-Leach-Bliley Act
- Information security awareness
- Identity theft and prevention – The Red Flags Rule
- Disposal of media containing confidential information
- Unfair and deceptive or abusive acts and practices

Exhibiting Professionalism in Borrower Communication

- Mandatory language used during call introduction and includes right-party contact verification with full mini-Miranda disclosure
- Conveying sensitivity
- Student assistance
- Identifying borrower issues and circumstances
- Effective listening and negotiating
- Conducting oneself professionally and respectfully
- Words and statements to avoid
- Proper notation of accounts
- Skip-tracing tools and techniques

FHC Policies and Procedures:

- Company standards
- Acceptable use of technology
- Acceptable use of phones
- Security including passwords protection and clean desk policy

New employees are evaluated for their overall knowledge and comprehension, communication skills, computer skills, and their ability to overcome learning curves while they complete the initial training classes.

On-The-Job Training

After taking and passing the FD CPA exam, the new employee is assigned to a collection group where they have 30 days of intensive on-the-job training. All new hires continue to be monitored and mentored by their team lead and supervisor and receive one-on-one coaching.

We have found that this hands-on training approach has resulted in our employees quickly becoming more effective at generating recoveries and supporting client expectations.

Ongoing Training for All Employees

In addition, FHC conducts ongoing training throughout the year. Ongoing training sessions include regulatory changes, practical application of regulatory changes, industry best practices, new technology, and more. We also conduct annual tests to ensure our staff comprehends industry and regulatory changes. Any employee that does not pass with an acceptable score is retrained and monitored to ensure comprehension.

Customized Client -Specific Training

FHC develops and implements customized training programs to support client requirements and ensure that we meet or exceed portfolio goals. FHC takes full responsibility for delivering comprehensive employee training on Client-specific requirements including the proper use of required client technology. Any training provided to FHC managers in a train-the-trainer session is delivered to our collection staff.

Exceptional Customer Service

At FHC, every employee recognizes that our clients come first. From our initial interview, through training, to ongoing monitoring, we instill our core values of Respect, Care, and Recovery. We believe that an organization built with employees who share these core beliefs plays a key role in what sets us apart from the competition, preserving the relationships between you and your community through our principled approach to recovering your outstanding government debt.

Our success surpasses the competition because of our highly trained and motivated employees. Every employee, from the customer service representative to the CEO, understands and respects the fact that we work for you. We take this very seriously and it is reflected in the fact that our compensation structure is contingency based, not only tracking recovery performance, but compliance as well.

FHC uses the latest technology the collection industry has to offer in order to maintain both a competitive advantage and a high level of compliance and recoveries in this ever-evolving profession.

Other than in English, FHC has the ability to communicate with consumers in Spanish, Italian and Portuguese.

Contact Relief to Ensure Ethical Communication

The West Virginia Purchasing Division and its State Agencies will also benefit from Contact Relief.

FHC, in the normal course of our collection activity uses Contact Relief, a system that provides alerts from public and private authorities such as the National Weather Service, FEMA, NOAA, and much more, along with breaking news which is monitored around the clock by their systems and staff of Decision Analysts. The Contact Relief Disaster Decision Engine applies user configurable rules to decide when a recommendation to suspend or resume contact with consumers should be issued.

FHC reviews, modifies, approves, or ignores these recommendations in the Contact Relief Command Center, accessible from any web browser. Approved recommendations are then forwarded to the Manager of FHC's Artiva collection platform as directives to suspend or resume contact in the affected regions. The list of ZIP Codes or area codes/exchanges are blocked and fed into our system's contact blocking mechanism.

This unique product and integration with our Artiva calling platform allows our staff to be client/consumer centric and fully aware of hardships which affect the consumer's ability to communicate with third parties. Such events include those which are weather related, fire related, school shootings, etc. This product and service was used to suspend calling activity during the recent gas explosions which occurred in the Merrimack Valley right here in Massachusetts.

FHC secure Client Web Portal

FHC will provide authorized West Virginia Purchasing Division or its State agencies staff members direct access to our secure, online client portal, ClientAccessWeb.com/FHCann. Your authorized users can access accounts from any computer using your standard web browser. After logging in to your account your user can search for and drill down into accounts including all activity and notes. More important, your users can view / print / download / export all standard reports that have been created for the Clients or easily customize any report at their convenience.



"Between their attention to detail and superior customer service, FHC is considered a top-shelf vendor for W. Springfield."

Kathleen O'Brien Moore,
City of West Springfield, MA

FHC Business Campus

FHC corporate headquarters and offices are located at 1600 Osgood Street, Suite 2-120, North Andover, Massachusetts 01845.

The Osgood Landing is a secure office and manufacturing complex located about 25 minutes north of Boston. Renowned as the largest high-tech manufacturing facility in New England, its reputation is one of innovation and efficiency. Located one mile south of I-495, and just 25 minutes north of



Boston, the building provides very easy access to all major arteries. The building is also located a short drive from Logan International Airport and Manchester Boston Regional Airport.

All work for this contract will be performed from our corporate offices at the address above by trained FHC employees that specialize in government and higher education accounts.

FHC does not subcontract, outsource, or nearsource collection activities.

Compliance

FHC's collection practices comply with all federal, state, and local laws. We abide by the Fair Debt Collection Practices Act, Family Education Rights and Privacy Act, Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505), Uniform Deceptive Trade Practices Act (815 ILCS 510), Telephone Consumer Protection Act (47 U.S.C. § 227), and the European Union General Data Protection Regulations (GDPR), as applicable, and all other applicable federal, state, and local laws.

FHC Credentialed Chief Compliance Officer

FHC recognized the importance of compliance by having its Chief Compliance Officer, Michael A. Beatty, Esq., earn the distinguished designation of Credit and Collection Compliance Officer (CCCO) issued by ACA International (ACA), the industry leader in training and compliance. The ACA training and examination for this designation covered topics such as conducting risk assessments with accompanying controls and corrective action plans, data security, ethics, policy and procedure writing, CFPB issues, Fair Credit Reporting Act, Fair Debt Collections Practices Act and "Unfair Deceptive Abusive Acts and Practices" under the Dodd-Frank Act. The designation requires continual training and staying current on regulatory changes in the industry.

Call Monitoring

Call monitoring is a daily, core function of the compliance and quality assurance staff. Our staff will review collector calls to ensure compliance with communications with debtors.

We will record every collection telephone call and inform every person communicated with that we will record the call for quality assurance purposes. FHC has a current call recording retention policy of three years, which can be modified or expanded upon request from the Client.

Following are the three prime objectives of our call monitoring process:

- Measure collector compliance to applicable laws.
- Measure collector compliance to any Client's contractual requirements.

- Gauge the debtors' experience on the call to confirm that we dealt with them professionally and they are satisfied with the service received.

At a minimum, we will review and audit five call openings for each collector each week. We will store these results in a shared network folder assigned to the compliance and quality assurance staff. We will report instances of noncompliance with the standard call opening script to the collector's supervisor. We will take disciplinary action based on the offense and frequency of violations. Importantly, collection supervisors will also monitor staff calls on a daily basis. As management's frontline, this monitoring serves as an invaluable "real-time" opportunity to coach collectors who might struggle from a compliance or performance basis.

Supervisors provide immediate coaching on live calls with collectors to improve performance and ensure compliance

Technology

FHC recognizes the importance of technology and continuously invests in advanced tools to provide our staff with a competitive advantage. FHC uses cutting-edge collection technology to manage our collection operation.

FHC utilizes the Artiva collection system from Ontario Systems. Artiva is one of the most robust and customizable systems in the industry.

Specifically designed for customizable and complex workflows unique to each client, Artiva provides FHC with the ability to design intelligent treatment strategies to meet your needs.

A clear benefit to the West Virginia Purchasing Division and its State agencies is that FHC will use the same technology for your portfolio that we have deployed for our federal contract with the U.S. Department of Education. This collection system has been accepted by the federal government's stringent requirements for flexibility and security. In fact, the two contracts mirror each other in many ways including the need for leading-edge technology.

This is significant to the West Virginia Purchasing Division because the U.S. Department of Education requires its contractors to implement some of the most stringent security measures in our industry.

FHC is proud to state that we have successfully met all the requirements of the Federal Information Security Management Act (FISMA) and have been granted an Authorization to Operate (ATO), which certifies compliance with ISO 27002, NIST 800-53, GLBA, and PCI DSS, as well as certain specific state regulations.

Designed for flexibility, FHC can customize complex workflows within Artiva to help manage compliance standards and meet your unique requirements. Some of the highlights of Artiva include the following:

- **Highly configurable:** With Artiva, FHC has the ability to customize elements such as reports, call schedules, scripting, letter series, and other facets to meet any client's requirements.

- Compliance ensured: With Artiva, FHC is able to program calling times and frequency in local time zones that are in line with FDCPA guidelines.
- Enhanced efficiency: Our fully integrated systems work together to maximize efficiencies in call penetration, letter campaigns, and follow-up with your debtors.
- Tracking and audit trails: Artiva logs all transactions so that every time an account is touched, it is user, time, and date stamped. FHC and the Client will always know the detailed history of every account.

Our collection system provides the collectors with all of the information they need to conduct a call, including account information, skiptracing tools, contact attempts, collector notes, payment history, letters sent, and more!

Security policies and procedures

FHC is located in Osgood Landing, a secure office and manufacturing complex located about 25 minutes north of Boston at 1600 Osgood Street, Suite 2-120, North Andover, MA 01845. The secure facility is monitored with video surveillance and protected 24 hours a day by a private security firm. There is one main access to the facility, and the alternative access is locked 24 hours a day and used in case of an emergency only. The main access to our office has a private security camera and is locked at all times—entry can be made only after visitors have identified themselves and an FHC staff member has released the lock on the door. The location has video monitoring of all entry points to the office areas as well as motion-activated and real-time alerting of access to the server room.

The building meets all Massachusetts building code regulations approved by the North Andover Fire Department and the Building Inspector. Fire suppression, temperature and humidity alerts and controls, emergency backup power, remote monitoring and alerting, and physical asset management policies and procedures exist to ensure physical security controls are in place and effective.

All offices are locked when not in use or occupied to prevent unauthorized access to equipment and our network. All computers are locked and password protected when not in use. Case records that are on the automated system are backed up daily to a secure, remote data center.

Collection Floor Security Standards

Functional areas within the company are separated by locked doors and require electronic badges by authorized employees to open them. All employees are provided photo ID badges upon hire. The badges provide access to specific areas based upon the individual's role.

It is the responsibility of every employee at FHC to maintain a neat, clean workstation. This ensures that confidential data entrusted to us by our clients is not accessible to anyone except the employee working the account. Our quality assurance department conducts random evening walk-throughs of our office to monitor and enforce our clean desk policy.

All FHC employees must log off the system when leaving their workstation, even if it is for a short period of time. As a failsafe, workstations automatically go into lockdown mode after 120 seconds of inactivity. Employees are prohibited from using cellular phones in the office. These precautions prevent data from being viewed by others. It is FHC's policy to restrict access to client and debtor information to authorized employees only.

FHC is committed to protecting confidential information entrusted to us by our clients. Each employee is assigned a unique login by the system administrator. Clerical staff, collectors, and management have varying degrees of access and overriding abilities. Outside access is firewall protected, data encrypted, and has public and private keys to restrict access to authorized users. It is further limited to viewing purposes only, strictly no editing capabilities to non-management. We follow a formal termination policy, using a list of security checkpoints to ensure all access is revoked when an employee leaves the organization.

Secure Electronic File Transfer

FHC's IT resources program and the quality assurance department test file interaction prior to initial placement so that any errors identified in the transmission process will result in an exception report being generated. The report will be reviewed, investigated, and remedied with the client to ensure file integrity. We will acknowledge file transfers on a daily basis, with all files undergoing a quality check to ensure that all data is in the correct fields and that files are not corrupt. The information technology department will maintain a record of each file sent and received. We will also perform a monthly inventory reconciliation to ensure file integrity and accuracy. At any time, the quality assurance department may review these files for accuracy to confirm they were processed in a timely manner.

Security of Debt Collection Records

In addition to external security, FHC has system security features with electronic safeguards. FHC uses Artiva for our collection operations. This automated system is compliant with NIST, PCI, and FISMA standards.

Access to account information is restricted only to employees who are required to access the accounts. All collection activities are recorded by Artiva and maintained in the system in a

secure and protected environment. All data entered into our system is password protected. There are different levels of access to safeguard confidential information.

Each FHC employee is assigned a password by the system administrator. The password is changed as needed to ensure access security. Upon termination of an employee, passwords are changed immediately and all security precautions are taken.

Along with electronic safeguards encrypting data to pull credit reports, any hard-copy files are stored in fireproof cabinets and are locked when not in use. FHC's automated collection system is backed up on a daily basis. Our data is stored off premises daily to ensure restoration should it be necessary to enact our Disaster Recovery Plan.

Network Security

FHC is a contractor with the federal government, so all sensitive data is on a protected network segment, with firewall ACLs built up from a default deny-all principle. Internet-facing services reside in a DMZ. Sensitive data is encrypted at rest in file systems via whole volume Bitlocker encryption, and within the Artiva database using Cache AES 256 transparent data encryption. Transmission of sensitive information across public networks is permitted only with transport level security, such as TLS 1.2, Secure FTP (SSH), and IPsec VPN. Payload encryption is supported through PGP, but additional client-required encryption methods will be considered. IBM Connect:Direct software is currently in use for file exchange with the Department of Education.

Inbound email is filtered through Barracuda email security for spam, malware, and other known threats. Outbound email goes through McAfee Email gateway for DLP inspection and prevention.

Two-factor authentication to systems from internal users is provided by RSA tokens. Two-factor is also required for remote access. PIV-I cards are used to further secure sessions by privileged users.

FHC has implemented some of the nation's most stringent security measures, including the following:

- Federal Information Security Management Act (FISMA): FHC is FISMA certified. FISMA is considered the gold standard of security compliance and includes more than

200 controls. FISMA is based on the highly regarded NIST 800-53 and requires constant monitoring and periodic independent assessments.

- Payment Card Industry (PCI): PCI certification is a rigorous and comprehensive process that involves a full-scale audit by a qualified security assessor (QSA). The QSA validates all areas of the business that come in contact with Card Holder Data to ensure proper controls and security measures are in place to protect the customer. A full review and validation of the hundreds of PCI controls takes up to six months to complete.
- SSAE-16 SOC 1 Type II: In May 2018, FHC achieved SSAE 16 SOC 1 Type II certification. The SOC 1 report examination was performed in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 and the International Standard on Assurance Engagements (ISAE) No. 3402 and can be used by our customers and their auditors. These reports are issued by independent third-party auditors periodically. A SOC 1 Type II report is an internal control report specifically intended to address client and auditor needs for auditing and evaluating FHC's financial reporting and controls.

Please see Exhibit B for a copy of our System Information and Security Plan.

Disaster Recovery Plan

FHC maintains and tests our detailed Disaster Recovery Plan (DRP), Incident Response Plan (IRP), and Contingency Plan (CP) as part of our quality control plan.

Following are our goals in the event of a disaster:

- Protect the safety of our staff.
- Avoid loss of resources such as hardware, data, and physical assets.
- Minimize the downtime of IT functions.
- Communicate immediately with client.
- Resume operations as quickly as possible.

We will achieve these goals through thorough planning and the use of employee calling trees, an updated client contact list, and comprehensive vendor contact lists in our DRP. By maintaining open and immediate lines of communication with our staff, clients, and vendors, we will be in



the best position to meet these goals. We test our DRP at least annually and address any weaknesses found.

FHC has a co-location site for disaster recovery where data is replicated in real time to redundant system servers. In the event of an emergency, FHC can immediately cross over to this site, ensuring minimal downtime and continued business continuity. This facility is located at Stafford Associates, Inc., 22 Bennets Road, East Setauket, NY 11733.

FHC COLLECTION METODOLOGY

FHC’s collection methodology is designed to recover the maximum amount of money in the shortest, reasonable timeline. In the following sections, we list our tasks and describe our approach in more detail, including timelines.

Detailed Implementation Plan

FHC makes coming onboard as smooth as possible with a detailed implementation plan. The implementation teams are composed of stakeholders from FHC and the Client. This initial phase, with Client participation, addresses the timeline for requested services, specific tasks, and critical milestones.

Implementation takes about 30 days to complete and will help ensure that we address all of your needs and requirements from the start. The following table provides an overview of our typical implementation plan. This plan will be customized to meet Client requirements and specifications.

A large part of our implementation plan is devoted to technology testing. The table below gives you a high-level view of the entire implementation process.

The implementation plan, including testing, can be modified to meet your needs and requirements.

FHC Proposed Implementation and IT Testing Plan	
Timeline	Task
Days 1–15	Following execution of the contract, the following steps occur:
	Key members of FHC team meet with Client.
	Contact information is established.
	Review requirements of the contract and determine strategy for the placement volumes and account types.
	Determine the best letter campaign and talk-off strategies for Client.
Key members of FHC team meet with your IT Department to:	

FHC Proposed Implementation and IT Testing Plan	
	<ul style="list-style-type: none"> - Review file transfer methods. - Confirm layout of files. - Review data security and encryption methods. - Plan and implement customizations per client specifications. - Setup Information Gateway configuration
<p>IT Testing Plan Days 16–30</p>	<p>Technical Specifications Designed</p> <ul style="list-style-type: none"> • New Business Data Mapping • Payment and Demographic file Mapping • Programming • New Business file Import & Acknowledgement file export • Payment file Import/export • Demographic update file import/export • Reconciliation file import and processing • Pre/Post-Process Programming / File Testing • Test New Business import, verify client data loaded to correct fields, balance compare • Test Payment Import and export, verify FHC and client systems reflect and apply payments correctly • Test demographic file import/export, verify changed data reflected in file • Test client reports, verify sample transactions add up on report <p>QA Signoff</p>
<p>Final Operation Testing Days 16–30</p>	<p>Test and implement data connectivity and data exchange.</p> <p>Review customizations with client and make additional modifications, as needed.</p> <p>Set business rules in collection system for Client accounts.</p>

FHC Proposed Implementation and IT Testing Plan	
	Train collection staff on specifics regarding your specifications. Final client signoff on all interfaces, reports, letters, and other customizations.

Collection Strategy/Technical Approach

The following table breaks down our collection strategy that has proven successful for our higher education and government clients, followed by additional details of our process.

Collection Methodology	
Type of Communication	Frequency of Communication
Initial Notice/Letter	Sent within one business day following the completion of the initial data scrub.
Initial Phone Call	Concurrently with the first letter, our collectors begin placing phone calls.
Second Notice/Letter	A second notice/letter is sent 30 days after the first notice if we have not communicated with the debtor and have not received payment-in- full or set up a repayment plan.
Continued Dialer Attempts	Continued phone attempts are made if we have not made contact with the debtor, received payment-in-full, or set up a repayment plan. We continue to place calls via our dialer technology at various times of the day and evening, within FDCPA mandates.
Payment Reminder Notice/Letter	Payment reminders are sent 10 days before each payment's due date.

Collection Methodology	
Broken Promise Notice/Letter	Broken promise letters are sent the day after a payment is missed. This letter emphasizes the seriousness of the delinquency and the need to make payment within 15 days.
Additional Notices/Letters	Additional notice/letters are sent as appropriate throughout the course of the contract.

In the following sections we take you through our collection process in greater detail.

Preliminary Data Cleanse and Account Scoring

Upon receipt of each new placement file, FHC conducts a preliminary scoring and data cleanse to ensure that we have the most current contact and debtor status information on file.

While this process enables FHC to penetrate accounts efficiently, it also reduces returned mail, saving the client time and money. FHC will provide the client with updated debtor contact information on a regular basis, that we discover through the data cleanse and ongoing skiptracing process.

The data cleanse process also identifies cell phone numbers in compliance with the Telephone Consumer Protection Act (TCPA) and identifies debtors who are deceased or have declared bankruptcy. Once the data cleanse is complete, we load the updated file into our system.

The client will receive an acknowledgement, the initial letter is generated and sent to the debtor, and concurrently, we begin placing collection calls.

Bankruptcy Scrub

FHC scrubs all accounts at the time of placement for possible bankruptcy information. Any returned hits are segmented from general collections and coded to restrict all communications. Once identified, our compliance department employs staff who are familiar with the retrieval of bankruptcy docket information from Public Access Court Electronic Records {PACER} in order to ensure that FHC has obtained the appropriate bankruptcy docket information in compliance with the U.S. Bankruptcy code and the client's expectations.

Deceased Debtors

FHC staff will locate appropriate documentation of death according to the Client's standards including copies of death certificates, obituaries, or other government data.

Account Scoring and Propensity to Pay Indicators

To efficiently penetrate each new file, FHC uses TUCPE by TransUnion. TUCPE helps us identify debtors with the highest propensity to pay before we have sent the first letter or placed an initial call. This tool uses up to 180 different credit attributes to determine a consumer's, or commercial account's ability or inability to pay. Below are the 20 attributes FHC has identified as key performance indicators (KPI's) when determining ability to pay. TransUnion TUCPE provides the following:

- Number of tax liens
- Number of trades opened in past 12 months
- Number of trades opened in past 24 months
- Number of active bank cards
- Total open to buy on all open revolving bankcards (limits - balances)
- Number of collections in past 12 months
- Number of public record bankruptcies
- Number of active installment trades
- Number of open and active mortgage trades past 3 months
- Months since most recent mortgage trade opened
- Number of open mortgage trades, bal > 0, last 12 months
- Maximum current balance owed on all mortgages
- Ratio of balance to high credit/limit for all open mortgage trades past 12 months
- Number of active personal finance accounts
- Total current balance of all open personal finance trades past 12 months
- Number of currently active revolving trades
- Total revolving high credit limit
- Ratio of current balance to high credit/limit for all open revolving trades past 12 months
- Total public records reporting in last 12 months
- Total collection amounts ever owed

Upon receiving this customized score for the debtor, we also receive demographic updates such as address, home phone, and place of employment.

Once our TUCPE scores are returned we apply a secondary score that is derived from Lexis Nexis called LN Batch. With LN Batch, we receive the most likely address for a debtor, as well as up to three phone numbers listed in order of probability of right-party contact (RPC).

Accounts are then broken out into a subset of tiers based on dollar value, age of debt, and propensity to pay scores. The accounts are then distributed to our collection staff based on account score and the collector's tenure, experience, and ability to convert RPCs into dollars recovered. The accounts with the highest propensity to pay are assigned to our newer staff members.

Experienced collectors are assigned accounts that have a lower propensity to pay and require additional effort.

Written Communication

An initial notice is sent to the debtor within one business day following the completion of the new placement data scrub and account prioritization.

Notices are FDCPA-compliant and have been reviewed by FHC's in-house General Counsel. Letters are reviewed in accordance with the Members' Attorney Program (MAP) guidelines to ensure quality and compliance. MAP is a certification program from ACA International for attorneys that specialize in debt collection.

Letters encourage payment in full and provide options for the debtor to fulfill their financial obligation to the Client. All letters contain information regarding the debt, a disclaimer that the debtor has 30 days to dispute the account.

Letters also contain our toll-free numbers as well as our email address and website for debtors to ask questions and voice concerns. FHC will send no less than five letters, until payment is received, as required by this RFP.

Fully Integrated Auto Dialer

Fully integrated with our Artiva collection software is FHC's predictive dialing software Contact Savvy. Our dialing technology places calls to your debtors within the guidelines of the FDCPA.

Our predictive dialer is designed to maximize right-party contacts and collector productivity. It provides the greatest penetration of contacts in the least amount of time by eliminating the delay involved with manually dialing, connecting, and waiting for a response.

Predictive dialing also allows FHC to develop call campaigns to meet the client-specific requirements and liquidation goals. Campaigns may be based on factors that include the following:

- Maximize prime-time calls (mornings and evenings)
- Reschedule busy or no-answer calls
- Manage non-prime-time calls
- Configure time zone calling patterns
- Schedule collector callback/follow-up
- Set account balance/age range threshold
- Schedule follow-up calls for broken promises or payment arrangements
- Schedule or follow up on specific client mailing

First Contact Information Gathering and Documentation

After making the demand for payment in full, the collector then gathers and documents as much information about the debtor as possible to update account records. FHC collectors verify and document the following:

- That the debtor received the first notice
- Debtor's employment, employer, annual salary, and pay dates
- Hours and numbers at which the debtor can be reached
- If the debtor rents or owns his/her residence or owns other property
- Amount of mortgage or rental payments
- Other assets (e.g., car, bank accounts, 401(k), or other means of paying)
- Employment status and employer of the debtor and his/her spouse
- Other circumstances that may point to an appropriate resolution
- Number of dependents
- Why the debtor has not resolved the debt prior to FHC contact
- Other financial data that may help to resolve the account

Second Phone Contact

During the second contact, the collector focuses on having the debtor respond to and enforce the initial demand for payment in full. If additional time is requested to confirm other payment possibilities, the collector will request details to determine the validity of the request and, if appropriate, give the debtor (up to) three more days in which to respond.

If the debtor cannot or will not pay the full balance, the collector will review the debtor's true ability to pay and begin to discuss the alternative resolution option that he or she has identified as most appropriate for the situation.

These options include settlement when authorized by client and monthly payment arrangements when warranted.

Additional Phone Contact

Collectors may schedule additional contacts as needed to resolve accounts on an individual basis. In particular, these may be necessary when debtors are attempting to secure funds to pay all or a significant part of the balance. FHC uses these additional calls primarily to keep the pressure on and to ensure debtors are making a good faith effort to resolve the account. Accounts that are not resolved in a timely manner will appear on contract compliance exception reports for management review.

Once a payment schedule has been established, the account is transferred to a dedicated resolution specialist who is responsible for monitoring the receipt of all future payments. The resolution specialist is also responsible for referring the account to the unit leader for review if the debtor defaults on the previous payment schedule established with the collector.

The minimum activity FHC will undertake on each account will be that required for effective location, contact, asset verification, and account resolution. Based on our knowledge of the recovery of government receivables, FHC has defined the Account Resolution Standards (ARS) contained within the following Work Plan as appropriate to the client contract and will commit to them as the basic schedule under which FHC will perform collection activities. These standards focus on our efforts to locate and communicate with debtors and to resolve their debt. It capitalizes on the personal contact between the debtor and the FHC collector by using effective collection notices to get debtors' attention and persuade them to contact FHC.

After intense initial efforts, they provide for a contact attempt at least every 10 days. Accounts submitted by collectors for cancel and return are reviewed against these standards; any account that does not meet these standards is returned to the collector for further work or transferred to another collector for a new approach.

Follow-up Procedures

Collectors may schedule additional calls as needed to resolve accounts on an individual basis. Follow-up calls may be necessary when debtors are attempting to secure funds to pay all or a significant part of the balance. FHC also uses additional calls to compel debtors to make a good faith effort to resolve the account if payment has not been made by that time. Accounts that are not resolved in a timely manner appear on contract compliance exception reports for management review.

Ongoing Skiptracing Tools and Techniques

If we are unable to communicate with the debtor after 14 days of continued effort using the most current information available with our initial data cleanse, our skiptracers conduct additional manual and batch searches using a variety of tools including:

- LexisNexis
- Accurant People at Work
- Talx
- RNN
- VeriFacts
- Experian Metro Net
- Secretary of State's Office to ascertain business registration and principal officers' contact information
- NCOA
- Electronic Directory Assistance
- Reference and/or other third-party contact attempts (when applicable and available)
- Voter registration
- Tax assessor
- Professional associations

- Military bases
- Utility companies

Flexible Payment Options for Debtors

FHC offers debtors a variety of convenient payment options to make completing the process convenient for each individual. Payment options include the following:

- Major credit cards
- Certified checks
- Money orders
- Western Union
- Wire transfers
- Electronic checks
- Cash payments

Payments received after a cancellation has been received will be refunded within 30 days.

Credit Bureau Reporting (at Client Request)

FHC reports delinquent accounts to TransUnion, as requested by the client in compliance with all terms and conditions of the Fair Credit Reporting Act (FCRA) and the Red Flags Rule. We will gladly send debtors an initial courtesy notice with a 30-day grace period before the balance is reported to the credit bureau.

Automated Payment Plans

FHC offers automated payment plans for debtors, based on your specifications. Our system ensures that reminder notices are sent 10 days before each payment due date, and that broken promises/missed payments are immediately identified and queued for follow-up.

Online Payments

Your constituents can pay 24/7 by logging in to our secure payment portal at www.FHCann.com. For those who prefer traditional methods, we accept payments by mail or phone. FHC offers constituents the following payment options:

- Cash payments
- Certified checks
- Money orders



F.H. CANN & ASSOCIATES

West Virginia Purchasing Division
RFQ CRFQ 0212 SWC1900000006
Debt Collection Services
Bid Opening Date 11/15/2018, 1:30 pm EST

- Western Union
- Wire transfers
- Electronic checks
- Credit cards to facilitate and expedite payment

REPORTING CAPABILITIES

FHC has a library of reports to keep the West Virginia Purchasing Division and its State agencies fully informed of the status and progression of your accounts. Our reporting capabilities are virtually unlimited, going beyond our library of standard reports, which most of our clients find useful. During implementation, we will work with the West Virginia Purchasing Division and its State agencies to discuss your reporting requirements. Some of our standard reports include the following:

- *Placement Acknowledgment Report:* Once the data cleanse is complete, we load the updated file into our system. The State Agency will receive an acknowledgment, the initial letter is generated and sent to the borrower/consumer, and concurrently, we begin placing collection calls. The report includes all accounts assigned in the reporting month, by borrower/consumer name, client account number, date of service, client balance, agency collection fee, and total balance. Additional categories can be added at your request.
- *Active Inventory Report:* Complete inventory of all accounts assigned showing amount assigned, collected, balance due, last pay date, and status of the account. This report is generated upon request due to the large volume and physical size of the report. The inventory can be provided in an electronic format if desired.
- *Recovery Report:* Provides a list of all open accounts for a student and associated details that you provide.
- *Close and Return Report:* All accounts canceled during the reporting month by student's name, client account number, date of assignment, client amount at assignment, amount canceled, and the reason for the cancellation. Bankruptcy and paid-in-full accounts may be included in this report or reported separately based on your requirements.
- *Sample Invoice:* Each remittance is accompanied by a detailed statement. FHC will accommodate all your reporting needs.



If any of our standard reports do not meet your specifications, FHC will customize reports to your satisfaction, in the frequency and format that you require.

We will also gladly create ad hoc reports at your request. Please refer to Exhibit C of this proposal for more details on our reporting capabilities and copies of some of our standard reports.

RFQ SPECIFICATIONS

REQUEST FOR QUOTATION CRFQ 0212 SWC1900000006 Debt Collection Services

SPECIFICATIONS

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

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

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

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

FHC understands, accepts and acknowledges this requirement

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

FHC understands, accepts and acknowledges this requirement

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 but not limited to educational, medical, and any other account that may be assigned. This is a statewide contract and is available to State agencies, spending units, and political subdivisions.

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

The spending units indicating usage are –

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

FHC understands, accepts and acknowledges this requirement

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.

FHC understands, accepts and acknowledges this requirement

2. MANDATORY REQUIREMENTS:

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

- 4.1.1 Vendor must attempt to collect debts on behalf of the State of West Virginia and/or its spending units.
- 4.1.2 The Department of Administration reserves the right to request an examination or audit of any or all records relating to matters covered by this contract. All records must be kept a minimum of six (6) years by the vendor.
- 4.1.3 In accordance with national direct student loan guidelines, all fees charged against student loan accounts will apply only to the original principal and interest owed by the debtor, excluding any added collection costs.

FHC understands, accepts and acknowledges this requirement

Placements: (Both Primary Placement and Secondary Placement)

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

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

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

- 4.1.4.3.1 Type of Account and description of service
- 4.1.4.3.2 Name of whom the claim is made against
- 4.1.4.3.3 Address, including zip code
- 4.1.4.3.4 Balance Due
- 4.1.4.3.5 Date of Service or age of account

- 4.1.4.3.6 Telephone number (Optional if available)
- 4.1.4.3.7 Previous collection reports received on individual accounts when available
- 4.1.4.3.8 Any other information deemed important by the spending unit.

FHC understands, accepts and acknowledges this requirement

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

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

4.1.4.5.1 Minimum of two (2) monthly telephone calls and one monthly letter.

4.1.4.5.2. Direct mailing efforts and skip tracing procedures when the address is identified as undeliverable by the post office.

FHC understands, accepts and acknowledges this requirement. In our proposal we have detailed our collection methodology.

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.

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.

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

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

4.1.5.3.2 Placement date of accounts

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

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

4.1.5.3.5 Fees assessed, amount collected and balance due

4.1.5.3.6 Reason for returned or closed accounts (if applicable)

4.1.5.3.7 Remarks

4.1.5.3.8 Percent of dollar amounts collected to date

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

FHC understands, accepts and acknowledges this requirement.

FHC will forward all payments collected during any month by the 15th day of the following month to the originating spending unit as requested. Payment remittance will be accompanied by a report as specified above. In our proposal we have detailed our report library and have explained that we can customize reports at the client's convenience.

- 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.

FHC understands, accepts and acknowledges this requirement.

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

FHC understands, accepts and acknowledges this requirement.

3. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. If it is in the best interest of the State, the contract will be a progressive award. The Contract award may be limited to the four (4) lowest bidders meeting the specifications per line item.

Award will be made for low bid percentage to high percentage and usage will be in the same manner, per line item. Under this scenario, it will be possible for a Vendor to be awarded a Contract for only a portion of the line items they bid. If the lowest vendor awarded for a line item cannot provide the needs for the Facility at the requested time, the second lowest vendor awarded for the same line item will be contacted. Each vendor will be allowed 48 hours after notification for service to determine if they will be able to meet our needs. If they cannot meet the need, the vendor must notify the agency immediately in written form (letter or email) that they cannot supply the required service.

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

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

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

FHC understands, accepts and acknowledges this requirement.

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.

FHC understands, accepts and acknowledges this requirement.

5. **PAYMENT:** Upon payment to the spending unit of all sums collected on behalf of the spending unit by the collection agency, the collection agency will invoice the spending unit for the fee assessed. Compensation will be paid only if the debtor pays all or a portion of the account due. The collection agency is prohibited from retaining its fee from the amount collected on behalf of the State. Furthermore, fees assessed by the collection agency for collecting a claim shall never exceed the fee specified in the purchase order issued by the Purchasing Division of the Department of Administration, or the amount specified by law. Agency shall pay for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. In the event an account currently held by the vendor contacts a debtor and the debtor pays the agency directly (direct pay), the agency will notify the vendor of the direct pay payment and will pay the vendor the agreed upon fee for the account.

FHC understands, accepts and acknowledges this requirement.

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.

FHC understands, accepts and acknowledges this requirement.

7. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

FHC understands, accepts and acknowledges this requirement.

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.

FHC understands, accepts and acknowledges this requirement.

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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

The Contract Manager for this contract is Senior Vice President, Barry W. Brown. Barry is located at 1600 Osgood Street, Suite 2-120, North Andover, MA 01845. He can be reached by telephone at 877-750-9801 ext. 3169, and by email at BBrown@fhcann.com

Disclosure of Interested Parties to Contracts Form

Attached in the following page is form
CRFQ_SWC1900000006__Ethics_Disclosure_6-08-2018

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: F.H. Cann & Associates, Inc. **Address:** 1600 Osgood St. - Ste. 2-120, North Andover, MA 01845

Name of Authorized Agent: Sheri A. Traficante-Cann **Address:** 1600 Osgood St. - Ste. 2-120, North Andover, MA 01845

Contract Number: CRFQ 0212 SWC1900000006 **Contract Description:** Statewide Contract for Debt Collection Services - (DEBT19)

Governmental agency awarding contract: State of West Virginia - Purchasing Division

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Sheri A. Traficante-Cann - majority shareholder
Neil J. Rosenberg - minority shareholder

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

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

Signature: Sheri A. Traficante-Cann

Date Signed: 11/7/2018

Notary Verification

State of Massachusetts, County of Essex:

I, Sheri A. Traficante-Cann, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7th day of November, 2018.



MARY DANZILIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 6, 2025

Mary Danzilio
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

PRICING PAGE (Exhibit C)

Attached in the following page is form
CRFQ_SWC1900000006__Exhibit_C__Pricing_Page-1

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

Agency	Type of Account	% of Amount Collected*
1. Colleges and Universities	Per Debt	16.00%
2. Worker's Compensation	Default Account	7.00%
3. WV Department of Tax and Revenue	New Accounts	8.00%
4. WV Department of Tax and Revenue	Levy Account - Where our employee is instrumental in the preparation of the levies.	8.00%
5. Division of Environmental Protection	Per Debt	9.00%
6. Other Spending Units	Per Debt	9.00%
7. Rate of Second Placement	Per Debt	18.00%
8. Rate of Second Placement	Colleges	18.00%

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

Bidder Contact Info

Vendor: F.H.Cann & Associates, Inc.

Bidder Name (Print): Sheri A. Traficante-Cann

Contact Name (Print): Antonio Calvagno

Phone: 978-645-2016

Fax: 877-874-7697

E-mail: acalvagno@fhcann.com

Bidder Signatue:

Sheri A Traficante-Cann

INSTRUCTION TO BIDDERS AND GENERAL TERMS

Attached in the following page is form
CRFQ_SWC1900000006__Instructions_to_Bidders_AND_General_Terms__Co
nditions-1

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID TYPE: (This only applies to CRFP)

- Technical
- Cost

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 06/08/2018

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

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

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

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

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

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

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

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

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

Antonio Calvagno

(Name, Title)

Director of Finance & Business Development

(Printed Name and Title)

1600 Osgood St. - Suite 2-120 - North Andover, MA, 01845

(Address)

phone 978-645-2016 / fax 877 874-7697

(Phone Number) / (Fax Number)

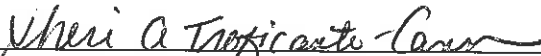
acalvagno@fhcann.com

(email address)

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

F.H.Cann & Associates, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Sheri A. Traficante-Cann / President / CEO

(Printed Name and Title of Authorized Representative)

11/7/2018

(Date)

phone 978-215-3602 fax 978-725-8569

(Phone Number) (Fax Number)



West Virginia Purchasing Division
RFQ CRFQ 0212 SWC1900000006
Debt Collection Services
Bid Opening Date 11/15/2018, 1:30 pm EST

PURCHASING AFFIDAVIT

Attached in the following page is form
CRFQ_SWC1900000006__pAffidavit_1-19-18

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: F.H. Cann & Associates, Inc.

Authorized Signature: *Ashley M. Trefreant-Cann* Date: 11/7/2018

State of Massachusetts

County of Essex, to-wit:

Taken, subscribed, and sworn to before me this 7 day of November, 2018

My Commission expires June 6, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *Mary Lanzillo*



MARY LANZILLO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 6, 2025
Purchasing Affidavit (Revised 01/19/2018)



West Virginia Purchasing Division
RFQ CRFQ 0212 SWC1900000006
Debt Collection Services
Bid Opening Date 11/15/2018, 1:30 pm EST

VENDOR PREFERENCE CERTIFICATE

Attached in the following page is
VENDOR PREFERENCE CERTIFICATE

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, 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,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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.
8. **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: F.H.Cann & Associates, Inc.

Signed: *Sheri A. Taoficante-Cann*

Date: 11/12/2018

Title: President / CEO

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



West Virginia Purchasing Division
RFQ CRFQ 0212 SWC1900000006
Debt Collection Services
Bid Opening Date 11/15/2018, 1:30 pm EST

Form Final_CRFQ_0212_SWC1900000006_1_CRFQ_FORM-1

Attached in the following page is form

Final_CRFQ_0212_SWC1900000006_1_CRFQ_FORM-1



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: 510637

Doc Description: Statewide Contract for Debt Collection Services - (DEBT19)

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-31	2018-11-15 13:30:00	CRFQ 0212 SWC1900000006	1

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor Name, Address and Telephone Number:

F. H. Cann & Associates, Inc.
 1600 Osgood St. - Suite 2-120 - North Andover, MA, 01845
 phone: 877-750-9801

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X *Mark A Atkins*

FEIN # 04-3483512

DATE 11/7/2018

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

The West Virginia Purchasing Division is requesting bids for a statewide, open-end Contract for Debt Collection Services for all West Virginia State Agencies and political subdivisions, per attached documents.

Note: Online responses to this solicitation are prohibited. Please see the Instructions to Bidders if for additional information.

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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		BILL 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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		BILL 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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		BILL 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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

MANUFACTURER		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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due by 4:00pm EST	2018-11-05

SWC1900000006	Document Phase Final	Document Description Statewide Contract for Debt Collection Services - (DEBT19)	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM 1

Attached in the following page is our Acknowledgment of ADDENDUM 1



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: 510637

Doc Description: ADDENDUM_1: Debt Collection Services - (DEBT19)

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-08	2018-11-15 13:30:00	CRFQ 0212 SWC1900000006	2

BID CLERK

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:

F.H.Cann & Associates, Inc.
 1600 Osgood St. - Suite 2-120 - North Andover, MA, 01845
 phone: 877-750-9801

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X *Shari Atappante-Cann* FEIN # 04-3483512 DATE 11/12/2018

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

ADDENDUM 1: Is issued for the following:

1. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is requesting bids for a statewide, open-end Contract for Debt Collection Services for all West Virginia State Agencies and political subdivisions, per attached documents.

Note: Online responses to this solicitation are prohibited. Please see the Instructions to Bidders for additional information.

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 -

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Extended Description :

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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 -

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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 #
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Extended Description :

Type of Account - Levy Account % of Amount Collected -

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No City WV99999	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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Extended Description :

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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 -

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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 -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

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

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Line	Event	Event Date
1	Technical Questions Due by 4:00pm EST	2018-11-05

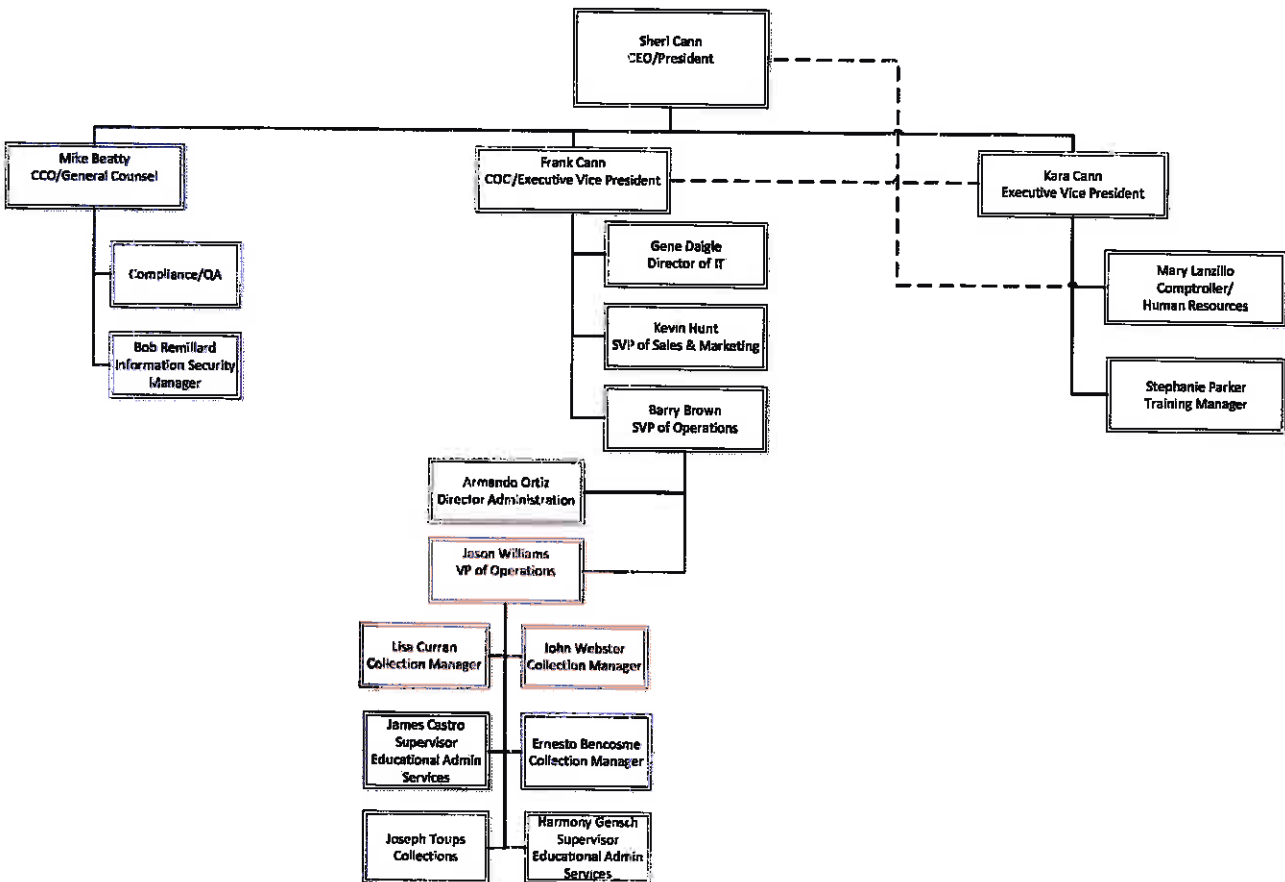
SWC1900000006	Document Phase Final	Document Description ADDENDUM_1: Debt Collection Services - (DEBT19)	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

FHC Exhibit A – FHC Organizational Chart

F. H. Cann & Associates, Inc.
 October 2018



FHC Exhibit B - System Information and Security Plan

Attached in the following pages is our Security Statement, the index of Security Plan and a sample of some of our Security Policies



FHC Security Statement

FH Cann is dedicated to protecting all Customer data using industry best standards.

Many of our biggest Customers demand the highest levels of data security and have tested our services to verify that it meets their standards. In each case, have surpassed expectations and received high praise from large international organizations.

FH CANN'S SECURITY, BRIEFLY STATED

FH Cann's most important concern is the protection and reliability of Customer data. Our servers are protected by high-end firewall systems, and scans are performed regularly to ensure that any vulnerabilities are quickly found and patched. Complete penetration tests are performed yearly. All services have quick failover points and redundant hardware, with complete backups performed nightly.

Our confidential system component design uses multiple checks to certify that packets from one subsystem can only be received by a designated subsystem. Access to systems is severely restricted to specific individuals, whose access is monitored and audited for compliance.

Customer data are processed (stored, collected, retrieved) in a specific location known to the Customer and only within North America.

FH Cann uses Transport Layer Security (TLS) encryption (also known as HTTPS) for all transmitted data. Our services are hosted by trusted data centers that are independently audited using the industry standard SSAE-16 method.

SOC 1 TYPE 2 CERTIFICATION



In May 2018, FH Cann achieved SOC 1 Type 2 certification.

A **SOC 1 Type 2** report is an internal controls report specifically intended to meet the needs of FH Cann's customers' management and their auditors, as they evaluate the effect of the FH Cann controls on their own internal controls for financial reporting. The FH Cann SOC 1 report examination was performed in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 and the International Standard on Assurance Engagements (ISAE) No. 3402, therefore it can be used by our customers and their auditors. These reports are issued by independent third party auditors periodically.

WHAT'S THE PRIMARY PURPOSE OF THIS INITIATIVE?

Provide an independent assessment of FH Cann internal controls that are relevant to customers' internal controls over financial reporting. The assessment includes a description of the controls, the tests performed to assess them, the results of these tests, and an overall opinion on the design and operational effectiveness of the same.

WHAT'S THE SCOPE?

FH Cann's SOC 1 Type 2 Report covers internal controls in the areas of risk management, logical access, change management, data security, and data availability.

FISMA CERTIFICATION



FH Cann is FISMA certified, the “gold standard” of security compliance. FISMA has over 200 controls based on the highly-regarded NIST 800-53 that requires constant monitoring and periodic independent assessments. More information is found at <https://oig.federalreserve.gov/fisma.htm>.

FH Cann meets the general requirements set forth by many U.S. Federal requirements, including the FISMA Act of 2002. We meet or exceed the minimum requirements as outlined in FIPS Publication 200.

PCI CERTIFICATION



PARTICIPATING ORGANIZATION™

PCI certification is a rigorous and comprehensive process that involves a full-scale audit by a qualified security assessor (QSA). The QSA validates all areas of the business that come in contact with Card Holder Data to ensure proper controls and security measures are in place to protect the customer. A full review and validation of the hundreds of PCI controls takes up to six months to complete.

Security Awareness Policy

I. PURPOSE

The purpose of the policy is to describe the security awareness training program in place at F.H. Cann & Associates (FHC)

II. SCOPE

The standard applies to all employees of FHC.

III. POLICY

FHC employees must review security awareness training materials and pass an exam to demonstrate their understanding of the material. The training is required of all employees annually.

The Policy Tech system houses the training materials, administers the exams, and retains an audit log indefinitely of such events. It also triggers the annual reminder to retake the exam.

Exam materials are updated at least annually and are informed by evolving threats, technologies, and business and industry changes.

The security officer is responsible for ensuring the content is maintained, and that employees are current with their exam requirements. The training coordinator is responsible for assisting with the training on hire, but not for the annual retraining.

Staff with security program responsibilities, in particular the IT staff and Security Officer, receives ongoing training and development in the form of security professional association gatherings, security webinars, weekly SANs newsletters. Incident Response training and Disaster Recovery training are done annually as well.

IV. ENFORCEMENT

Any laxity, failure, or negligence of the company or any of its officers in the enforcement of these Procedures shall never be interpreted as waiver thereof, much less a waiver of the penalty for violation/ thereof, nor a waiver of their enforcement.

V. REPEALING CLAUSE

All existing policies and procedures contradicting to these procedures and guidelines shall be modified accordingly.

Periodic review of this Procedure may be done, and changes, variations, or modifications to this Procedure may be effected only by the authorized signatory.



System Security Plan Version 1.3

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OP-SCD-009 Disposal Guidelines

V.3

I. PURPOSE

The purpose of this policy is to establish security procedures for the handling and disposal of all devices that may contain, or may have at one time contained sensitive data, such as hard drives, USB drives, CD/DVD media, and stateful network devices, including but not limited to, network print servers, fax machines, etc. It also sets out to define proper handling and disposal of traditional media that might contain sensitive data, in particular but not limited to hard copies and print outs.

II. SCOPE

The standard applies to all media used to store potentially sensitive data which may include magnetic, optical and various printed media.

III. POLICY

A. PAPER REPORTS

- Printed material, paper photocopies, microfiche or microfilms containing sensitive data shall be disposed by shredding. If document is still useful for official business purposes, or is bound by retention requirements, it shall be filed in a secured cabinet for security purposes.

B. REMOVABLE MEDIA

- CD and DVD disks shall be cut/ broken or disposed of in shred bins
- Magnetic tapes are not in use at FHC



C. HARD DISKS

- Old/unused/retired hard drives are to be destroyed by a third party, serial numbers of drives recorded in a certification of destruction. A Helpdesk ticket is opened to track the proper disposal, and certification is attached to HD ticket.

D. COMPUTER SYSTEMS

- All computers must not be transferred, donated to charity, or recycled unless they have first had their hard drives removed and subject to proper storage and disposal process.
- Any FHC identifying tags must be removed before eWaste disposal.
- The asset tag must be reclaimed and the asset removed from asset database.

IV. ENFORCEMENT

Any laxity, failure, or negligence of the company or any of its officers in the enforcement of these Procedures shall never be interpreted as waiver thereof, much less a waiver of the penalty for violation/ thereof, nor a waiver of their enforcement.

V. REPEALING CLAUSE

All existing policies and procedures contradicting to these procedures and guidelines shall be modified accordingly.

Periodic review of this Procedure may be done, and changes, variations, or modifications to this Procedure may be effected only by the authorized signatory



CRYPTOGRAPHY

I. PURPOSE

Cryptography is a discipline that embodies principles, means and methods for providing several security services: confidentiality, data integrity, authentication and non-repudiation. Where the confidentiality, authenticity, or integrity of information is critical, the use of cryptographic controls may be warranted. This standard establishes the minimum requirements for the use of cryptographic controls.

II. SCOPE

All users (employees, contractors, vendors, and other parties) of FHC information technology resources are expected to understand and abide by this policy. It is the responsibility of Information Technology Department Manager to enforce this policy.

III. POLICY

FHC employees shall select cryptographic technology based on the security objectives, applicable policies, laws and regulations and performance requirements. When selecting cryptographic technologies, agencies shall use only those algorithms, keys, modules and implementations that are FIPS-compliant and/or NIST-recommended.

The use of other encryption algorithms is NOT allowed for any purpose. FHC employees will implement end-to-end cryptographic security controls for, but not limited to, the following:

- for identity and authentication credentials in storage or transit
- to store cryptographic algorithm and key information
- for ANY highly sensitive data or communications where the risk of compromise or exposure is higher than acceptable and compensating controls are insufficient

Security officers and/or cryptographic officers shall:

- be properly trained to ensure the continued secure operations and maintenance of the cryptographic components and proper destruction or archive of keys when a system is decommissioned.
- be notified and participate in any process where cryptographic systems are modified and ensure all changes are in accordance with change management policies and procedures.
- be notified when a cryptographic system, encrypted data or transmission is believed to be exposed or compromised.
- Formally acknowledge this policy and the underlying responsibilities they have to follow it, and to protect cryptographic keys



Key Management Policy:

- FHC utilizes a single private key to encrypt files containing confidential information sent from customers. The private key is stored in a secure network location with access control lists granting minimum necessary permissions. Access to the key is audited in the windows event logs. The key is provided to clients on an as needed basis by FHC.
- Customer private keys used to encrypt files containing confidential information sent to customers are stored in the same secure location. They are installed by IT staff as needed on operational workstations into their PGP stores.
- Customer Private keys and any other non-bitlocker keys are stored in Keepass system, utilizing the default 256 AES encryption.
- Bitlocker keys for full disk encryption are stored within Active Directory using the native encryption and hash protections provided by Windows Server 2008 R2 domain controllers.
- No copies of any keys shall be stored in any other location.
- No key substitution is allowed for any reason
- Key destruction/replacement will occur based on one of these conditions:
 - A key is no longer needed, it will be destroyed and not replaced
 - A key older than 18 months will be destroyed and replaced
 - When a security officer or cryptography officer leaves the company, any keys they had access to will be destroyed and replaced.
- When sensitive data is transmitted over public networks, it must use strong encryption and not trusted unknown publishers. The Artiva LINK system transmits such data using a real-time web service that makes calls from the collection software directly to the card processor. If a key is untrusted or not utilizing at least TLS v1.2, the connection will fail to establish and the end users will see a connection error and not be able to transmit to the card processor.

IV. ENFORCEMENT

Any users, employees, contractors, vendors, and other parties found to have violated this policy may be subject to disciplinary action, including termination and/or termination of contract.



MP-001 – MEDIA PROTECTION POLICY

I. PURPOSE

The purpose of this policy is to ensure that access to any media that may contain sensitive information is properly protected from unauthorized access, and is protected from leakage or disclosure in the event of loss or theft of the media.

II. SCOPE

The standard applies to removable media such as CD/DVD disks, USB disks, removable hard drives, internal hard drives not installed in a host system. It also applies to paper versions such as printouts, faxes, or other hardcopy form.

III. POLICY

Not all media is created equal. Therefore the required protections of media may vary based on the classification of the data contained, and as determined by the risk assessment program.

Any NPI (custodial) or confidential information owned by F.H. Cann & Associates (FHC) must be encrypted at all times on removable media. Any such media will need to have an asset tag and be tracked in our existing asset management database. Active Directory Bitlocker policy enforced any USB storage be encrypted prior to being made writable.

There are currently no business cases that require removable media containing organizational information to be transported outside of FHC server rooms. Therefore, this policy prohibits the transport of such media.

FHC issued laptops are encrypted using AD integrated Bitlocker.

USB storage is disabled by policy and physical disconnection/removal where possible, and monitored by the Manage Engine desktop agent running on all user accessible systems.

It is the responsibility of the IT department personnel to ensure that any removable media containing sensitive information be properly secured with appropriate measures.



It is also the responsibility of the IT department to ensure that the GPO settings disabling USB ports on all user workstations are in effect at all times.

It is the responsibility of every employee to properly handle and secure hardcopy media that contains non-public information.

It is the responsibility of the IT department to ensure that media is sanitized properly before being recycled or destroyed. In the event that a third party provides data destruction services, they must adhere to all controls related to third parties, as well as provide a certificate of destruction to FHC with the serial number of the media device being destroyed. More specific disposal guidelines may be contained in "OP-SCD-009 Disposal Guidelines".

It is the responsibility of all FHC employees to shred any hardcopy media containing non-public information when it is no longer needed.

Other policies also enforce media specific policies, such as "PM-003 Clean Desk Policy" and "IT-008 Backup Policy".

IV. ENFORCEMENT

Any laxity, failure, or negligence of the company or any of its officers in the enforcement of these Procedures shall never be interpreted as waiver thereof, much less a waiver of the penalty for violation/ thereof, nor a waiver of their enforcement.

V. REPEALING CLAUSE

All existing policies and procedures contradicting to these procedures and guidelines shall be modified accordingly.

Periodic review of this Procedure may be done, and changes, variations, or modifications to this Procedure may be effected only by the authorized signatory.

Title: Email Policy

Document Owner: Mike Beatty (Chief Compliance Officer/General Counsel)	Date Created: 09/25/2017
Approver(s): Not Assigned	Date Approved: 09/25/2017

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

Policy: Establish policy to manage FHC outgoing email usage.

Purpose: To limit or avoid risks of unlawful dissemination of NPPI outside of FHC firewall and compliance with other regulations concerning electronic communications.

Scope: All Employees emailing outside of FHC's firewall

Definitions:

- Consumer – person who owes or allegedly owes a debt.
- NPPI – non-public, private information of a consumer such as social security number, account number, date of birth or other information that is not readily known to the public.
- Third Parties – any non-consumer or non-partner of FHC such as a consumer's place of employment.

Procedure:

- A. Emailing Consumers – Any FHC employees or contractors wishing to send email to a consumer outside of FHC's firewall must first :
1. Have consumer voluntarily provide them with an email address that they have confirmed is not furnished or owned by the consumer's employer;
 2. Obtain the express consent of the consumer to send such email;
 3. Note account that express authorization to send email to consumer has been obtained;
 4. For consumers residing in the state of New York, FHC must obtain WRITTEN authorization to email the consumer. An email from the consumer is sufficient for this purpose. You may send an initial email to the consumer for the limited purpose of having them send a return email confirming authorization. This initial email may not include attachments or provide any other information to the consumer other than requesting confirmation of authorization to use the email as a means of future communications.
 5. Retain the written authorization as directed by management (e.g. shared folder, shared email folder, account documentation attachment);
 6. Type the word "safe" in the subject line of all emails to consumers containing NPPI, i.e. letters, Rehab Agreements, settlement agreement, account information etc. Use of the word "safe" will encrypt the email and deliver it securely to the intended party.

Title: Email Policy

- 7. A consumer may NOT provide you permission to waive this requirement. All emails with NPPi must be encrypted.
 - 8. Important to note – email is considered a “communication” under the FDCPA and other state regulations. All disclosures must be given, including the mini-miranda and all state/local-level disclosures to be provided by the Compliance Department. Recurrence of communications will be monitored to maintain compliance with contact restrictions.
- B. **Emailing Business Partners (clients, vendors etc.)** – Any FHC employees or contractors wishing to send email to an external business partner must type the word “safe” in the subject line of all emails containing NPPI.
 - C. **Emailing Third Parties** - Any FHC employees or contractors wishing to send email to an external Third Party must obtain the written authorization from the Third Party and then type the word “safe” in the subject line of all emails containing NPPI. Emails to Third Parties, especially those containing NPPI, should be minimized whenever possible and used only for a permissible purpose such as obtaining employment verification.
 - D. **Emailing within FHC** – employees should not email NPPI internally if it can be reasonably avoided. The use of network shared folders and links to same should be used as much as possible.
 - E. **Monitoring of Emails** – All emails leaving the FHC firewall are subject to review by the Compliance and/or IT Departments.
 - 1. The Compliance Department will be charged with monitoring all outgoing email from FHC to outside the FHC firewall to ensure compliance with this policy.
 - 2. Additionally, the IT Department will maintain software services to assist in assuring compliance with this policy.

Related Documents:

NONE

References:

A. NONE

Quality Records

Title	Location Kept	Duration Kept	Disposal Method

Title: Email Policy

Title: PM-003 Clean Desk Policy

Document Owner: Mike Beatty (Chief Compliance Officer/General Counsel)	Date Created: 09/22/2017
Approver(s): Not Assigned	Date Approved: 09/25/2017

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

Policy: Corporate Clean Desk Policy

Purpose: To establish a culture of security and trust for all employees at FH Cann & Associates. An effective clean desk effort involving the participation and support of all FHC employees can greatly protect paper documents that contain sensitive information about our clients, customers and vendors. All employees should familiarize themselves with the guidelines of this policy.

Scope: A clean desk can produce a positive image when our customers visit the company. It reduces the threat of a security incident as confidential information will be locked away when unattended. Sensitive documents left in the open can be stolen by a malicious entity.

Definitions:

N/A

Procedure:

- a. Allocate time in your calendar to clear away your paperwork.
- b. Always clear your workspace before leaving for longer periods of time.
- c. When in doubt – shred it. If you are unsure of whether a duplicate piece of sensitive documentation should be kept - it will probably be better to place it in the shred bin.
- d. Consider scanning paper items and filing them electronically in your workstation.
- e. Use the shred bins for sensitive documents when they are no longer needed.
- f. File away personal items that are on your desk.
- g. Treat mass storage devices such as CD's, DVD's or USB drives as sensitive and secure them in a drawer or locked office.

The Compliance department will conduct and log the results of clean desk sweeps on a monthly basis.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Title: PM-003 Clean Desk Policy

Related Documents:

[Click **Insert Links** and select **Document Titles** to create links to other documents, or type NONE.]

References:

A. [Click here to include references or type NONE.]

Quality Records

Title	Location Kept	Duration Kept	Disposal Method

Title: Privacy Policy Version 1: 1 Last Review Date: 05/18/2017

Document Owner: Mike Beatty

Purpose: The purpose of this policy is to outline F.H Cann 's commitment to the protection of consumer NPI and other confidential information.

Scope: All employees of F.H. Cann & Associates, Inc. must be familiar with the various internal policies concerning the protection of consumer NPI and other confidential information. Additionally, F.H. Cann & Associates, Inc. will also post a "Terms of Use / Privacy Policy" on its website which will describe its privacy policy to all site visitors.

For Internal Staff: Please review the following policies describing our handling of consumer NPI and privacy procedures in general: "AT-1 Security Awareness", "PM-003 Clean Desk Policy", "Email Policy" and "HR-003 Confidentiality Agreement".

For posting on fhcann.com website:

Terms of Use / Privacy Policy

F.H. Cann & Associates, Inc. is committed to protecting and respecting the privacy and confidentiality of an individual's personal information. We provide the following privacy policy (the "Privacy Policy") in order to demonstrate our firm commitment to privacy. F.H. Cann & Associates, Inc. may need to change this Privacy Policy from time to time. Please refer back to this Privacy Policy periodically because your use of this website signifies that you agree to be bound by the terms and conditions of this Privacy Policy.

1. Collection of Personally Identifiable Information. F.H. Cann & Associates, Inc. only collects personally identifiable information about you when you voluntarily provide such information. Personally identifiable information is any information that can be used to identify or contact a specific individual and any other information about that individual.
2. Use of Personally Identifiable Information. Unless required by law, F.H. Cann & Associates, Inc. will not sell or disclose your personally identifiable information to third parties without your prior consent.

Questions regarding this Privacy Policy should be directed to F.H. Cann & Associates, Inc. by email at info@fhcann.com.

Disclaimers and Other Information

A. BY ENTERING THE WEBSITE YOU HEREBY EXPRESSLY AGREE THAT F.H. CANN & ASSOCIATES, INC., AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS, DEMANDS OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AS A RESULT OF YOUR USE OF THE SITE OR ANY INFORMATION YOU OBTAIN ON IT OR ANY OTHER INTERACTION WITH F.H. CANN & ASSOCIATES, INC.

B. F.H. Cann & Associates, Inc. does not make any representation or warranty concerning errors, omissions, delays or other defects in the information supplied to users, or that its files are free of viruses, worms, Trojan horses or other codes that include or manifest contaminating

Title: Privacy Policy Version 1: 1 Last Review Date: 05/18/2017

Document Owner: Mike Beatty

or destructive characteristics.

C. If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

D. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH ABOVE ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THEM IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY. F.H. CANN & ASSOCIATES, INC. MAKES NO REPRESENTATIONS, PROMISES, WARRANTIES OR UNDERTAKINGS CONTRARY TO THOSE SET FORTH ABOVE.



FHC Exhibit C – Samples of FHC Reports, Invoices, and Letters

Attached in the following pages are samples of our reports and letters



REPORTING & INVOICING

FHC has a library of reports to keep our Client fully informed of the status and progression of the placed accounts. If any of FHC standard reports does not meet the Client's needs, FHC can easily customize reports to the Client's requirements. FHC reporting capabilities are virtually unlimited and go far beyond the library of standard reports.

**FHC has
UNLIMITED
reporting
capabilities**

Enclosed are samples of some of our standard reports as listed below.

Placement Acknowledgment Report: All accounts assigned in the reporting period, by borrower/debtor name, client account number, FHC account number, date of service, and total balance.

Active Inventory Report: Complete inventory of all accounts assigned showing multiple fields, as client account number, FHC account number, borrower/debtor name, balance due, listed date, assigned collector, and status of the account. This report is typically generated upon request due to the large volume and physical size of the report. The inventory can also be provided in an electronic format if desired.

Detailed Active Inventory Report: Complete inventory as above described with more fields such as SSN, last payment date, principal, interest, fees and interest rate.

Client Percentage Recovery Report: Provides a detailed list of percentage recovery (by month, year, and placement) for the selected date range.

Closure Report: Shows all accounts canceled during the selected date range by client account number, FHC account number, borrower/debtor name, listed balance, final balance due, listed date, cancel date, and the reason for cancelation.

Payment Report: Provides a list of all payments in the selected date range by client account number, FHC account number, borrower/debtor name, listed date, payment date, payment type, balance, payment amount, amount due FHC and amount due client. Bankruptcy and paid-in-full amounts may be included in this report or reported separately based on your requirements.

Statement/Invoicing Report: Each remittance is accompanied by a detailed statement/invoicing report for ease of receipting the funds to the appropriate account by the client and clear evidence of the fees due.

F.H.Cann & Associates, Inc.
1600 Osgood St., North Andover, MA 01845
Phone 877.750.9800 – www.FHCann.com

Acknowledgement of April 06, 2018

Thank you for listing the following accounts. Our Account Representatives have started working these accounts for you. If the debtor contacts you, please accept only a balance in full payment or refer the debtor to us to achieve collection of the total account. The immediate referral of your uncollectable account will guarantee a quicker return on your money.

This list was checked and approved by:

ATTN:

Test Client
1600 Osgood St.
North Andover, MA 01845

<u>Account #</u>	<u>Balance</u>	<u>Name</u>	<u>Your Account Number</u>
990001	438.50	Test Debtor 1	Acct#1
990002	1250.36	Test Debtor 2	Acct#2
990003	698.43	Test Debtor 3	Acct#3
990004	1652.14	Test Debtor 4	Acct#4
990005	646.10	Test Debtor 5	Acct#5
990006	1306.62	Test Debtor 6	Acct#6

Client Summary

Total: 5,992.15 6 Accounts Listed

Please verify the following information:

- The total number of accounts referred today
- The total amounts referred today

Active Inventory

User: ANTC

Client: University of -----

<u>Client Acct #</u>	<u>Artiva Acct #</u>	<u>Last Name</u>	<u>First Name</u>	<u>Listed Bal</u>	<u>Current Bal</u>	<u>Listed Date</u>	<u>Collector</u>	<u>Status</u>
clientacct1	990001	LastName1	Name1		2,507.74	2/8/2016	JOHN	Bad Phone
clientacct2	990002	LastName2	Name2		2,416.66	2/8/2016	MARY	Promise to pay
clientacct3	990003	LastName3	Name3		600.80	2/8/2016	PAUL	Manager Review
clientacct4	990004	LastName4	Name4		574.12	2/8/2016	MARY	Manager Review
clientacct5	990005	LastName5	Name5		1,130.12	2/8/2016	MARY	Good Phone
clientacct6	990006	LastName6	Name6		235.02	2/8/2016	TONY	Promise to pay
clientacct7	990007	LastName7	Name7		239.88	2/8/2016	MARY	Good Phone
clientacct8	990008	LastName8	Name8		1,569.38	2/8/2016	JOHN	Good Phone
clientacct9	990009	LastName9	Name9		110.13	2/8/2016	MARY	Review to close
clientacct10	990010	LastName10	Name10		2,107.95	2/8/2016	MARY	Good Phone
clientacct11	990011	LastName11	Name11		2,018.59	2/8/2016	PAUL	Good Phone
clientacct12	990012	LastName12	Name12		221.98	2/8/2016	MARY	HOT Account Needs Follow-up
clientacct13	990013	LastName13	Name13		81.09	2/8/2016	RAY	HOT Account Needs Follow-up
clientacct14	990014	LastName14	Name14		620.42	2/8/2016	MARY	HOT Account Needs Follow-up
clientacct15	990015	LastName15	Name15		312.83	2/8/2016	MARY	Bad Phone
clientacct16	990016	LastName16	Name16		319.57	2/8/2016	TONY	Disputed account
clientacct17	990017	LastName17	Name17		299.76	2/8/2016	TONY	Bad Phone
clientacct18	990018	LastName18	Name18		1,205.08	2/8/2016	MARY	Good Phone
clientacct19	990019	LastName19	Name19		224.27	2/8/2016	MARY	Manager Review
clientacct20	990020	LastName20	Name20		96.88	2/8/2016	JOHN	Bad Phone
clientacct21	990021	LastName21	Name21		93.09	2/8/2016	JOHN	Promise to pay
clientacct22	990022	LastName22	Name22		92.30	2/8/2016	MARY	Bad Phone
clientacct23	990023	LastName23	Name23		163.44	2/8/2016	MARY	Manager Review
clientacct24	990024	LastName24	Name24		166.59	2/8/2016	PAUL	Disputed account
clientacct25	990025	LastName25	Name25		342.64	2/8/2016	RAY	Manager Review
clientacct26	990026	LastName26	Name26		526.90	2/8/2016	TONY	Review to close
clientacct27	990027	LastName27	Name27		434.88	2/8/2016	MARY	Good Phone
clientacct28	990028	LastName28	Name28		659.70	2/8/2016	JOHN	Manager Review
clientacct29	990029	LastName29	Name29		1,061.14	2/8/2016	MARY	HOT Account Needs Follow-up
clientacct30	990030	LastName30	Name30		277.26	2/8/2016	RAY	HOT Account Needs Follow-up
clientacct31	990031	LastName31	Name31		268.39	2/8/2016	PAUL	Review to close

F.H.CANN & ASSOCIATES, Inc.
 1600 Osgood St., North Andover, MA, 01845
 Phone 877.750.9800 - www.FHCann.com
 User: ANTC

Detailed Active Inventory

Client: TEST CLIENT

5/15/2018

10:21:23AM

<u>Client Acct #</u>	<u>Artiva Acct #</u>	<u>Debtor Name</u>	<u>SSN</u>	<u>Current Bal</u>	<u>Listed Date</u>	<u>Last Payment Date</u>	<u>Last Payment Amt</u>	
<u>Principal</u>	<u>Interest</u>	<u>Agency Interest</u>	<u>List 3</u>	<u>List 4</u>	<u>Interest Rate</u>	<u>Loan Type</u>	<u>Interest Rate Code</u>	<u>Status</u>
FY13 BILL #270	1008503	Debtor Name		350.93	9/19/2013		0.00	
162.09	59.41	23.00	5.00	61.33	14.00		Good Phone	
135257 FY09 BILL#1008504		Debtor Name		409.27	3/4/2010		0.00	
151.40	135.02	21.48	5.00	58.91	14.00		Good Phone	
FY11 BILL #294	1008505	Debtor Name		13.40	6/11/2013		0.00	
5.73	3.06	0.82		2.37	14.00		Manager Review	
TY: 2010 - PROP IC1008506		Debtor Name		194.55	5/11/2011		0.00	
74.09	58.97	10.06	5.00	28.10	14.00		Good Phone	
82131 FY09 BILL # !1008507		Debtor Name		61.33	3/4/2010	9/20/2017	0.00	
16.68	4.43	2.27	5.00	28.82	14.00		Good Phone	
121041 FY08 BILL #1008508		Debtor Name		63.61	3/5/2010		0.00	
22.45	22.94	3.20		9.47	14.00		Bad Phone	
298 FY08 BILL # 121008509		Debtor Name		610.92	3/5/2010		0.00	
208.90	222.82	29.64	5.00	92.88	14.00		Good Phone	
FY11 BILL #319	1008517	Debtor Name		190.80	6/11/2013		0.00	
73.87	48.20	10.50	5.00	34.95	14.00		Manager Review	
FY13 BILL #448	1008518	Debtor Name		294.92	9/19/2013	1/23/2018	0.00	
136.57	48.70	19.37	5.00	51.49	14.00		Good Phone	
TY: 2010 - PROP IC1008519		Debtor Name		815.68	5/11/2011		0.00	
325.16	244.83	46.14	5.00	114.11	14.00		Good Phone	
FY12 BILL #491	1008520	Debtor Name		588.43	6/11/2013		0.00	
251.71	130.07	35.72	5.00	103.66	14.00		Good Phone	
FY11 BILL #501	1008521	Debtor Name		800.63	6/11/2013		0.00	
319.42	206.80	45.33	5.00	145.06	14.00		Bad Phone	
FY13 BILL #475	1008522	Debtor Name		290.34	9/19/2013	2/26/2018	0.00	
135.98	49.74	19.30		51.68	14.00		Good Phone	
FY12 BILL #519	1008523	Debtor Name		302.98	6/11/2013		0.00	
129.04	65.24	18.30	5.00	53.48	14.00		Good Phone	
FY11 BILL #535	1008524	Debtor Name		313.20	6/11/2013		0.00	

Client Percentage Recovery

5/16/2018

For Selected Clients in the Date Range: May 2016 Through May 2018

12:59PM

User: ANTC

Date	\$ Adjusted List	\$ Collected	%Total	Percentage of List by Month																			
				% 0	% 1	% 2	% 3	% 4	% 5	% 6	% 7	% 8	% 9	% 10	% 11	% 12	% 13	% 14	% 15	% 16	% 17	% 18	% >18
Client TEST CLIENT:																							
Year 2016:																							
May, 2016	\$15,663.89	\$2,835.16	18.1	1.9	0.6	2.2		0.1	0.6	1.1	0.8	2.1	0.4	1.2	0.8	1.3		0.6	0.3	1.8	1.4	0.9	
Jun, 2016	\$20,015.37	\$6,224.78	31.1	1.2	2.4	3.2	0.1		2.1	0.9	4.7	2.0	0.8	0.7	3.4	1.0	0.7	0.6		1.7	2.1	3.5	
Aug, 2016	\$5,177.68	\$0.00																					
Sep, 2016	\$3,641.74	\$462.50	12.7		1.1			0.5	0.5	0.5			1.1	1.1		1.4		1.1	2.7	0.9	0.5	1.3	
Oct, 2016	\$1,634.79	\$217.43	13.3	13.3				0.0															
Nov, 2016	\$321.70	\$112.60	35.0	35.0									0.0										
Year 2016 Totals:	\$46,455.17	\$9,852.47	21.2	1.9	1.3	2.1	0.0	0.1	1.1	0.8	2.3	1.6	0.6	0.8	1.7	1.0	0.3	0.5	0.3	1.4	1.4	1.9	
Year 2017:																							
Mar, 2017	\$2,090.17	\$401.31	19.2		5.6					2.4	0.5				1.6			4.3			4.8		
Apr, 2017	\$2,738.24	\$394.31	14.4				2.2		3.1		1.9	0.0	0.7	0.6	1.8		1.1			2.3		0.7	
Year 2017 Totals:	\$4,828.41	\$795.62	16.5	0.0	2.4	0.0	1.2	0.0	1.8	1.0	1.3	0.0	0.4	0.3	1.7	0.0	0.6	1.9	0.0	1.3	2.1	0.4	
Year 2018:																							
Jan, 2018	\$1,078.83	\$494.10	45.8	0.0	2.3		43.5																
Mar, 2018	\$4,581.59	\$1,237.03	27.0	0.0	27.0																		
Year 2018 Totals:	\$5,660.42	\$1,731.13	30.6	0.0	22.3	0.0	8.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Client TEST CLIENT Totals:	\$56,944.00	\$12,379.22	21.7	1.5	3.5	1.7	1.0	0.1	1.1	0.7	2.0	1.3	0.5	0.7	1.6	0.8	0.3	0.6	0.3	1.3	1.3	1.6	

Closure Report

User: ANTC

Client: Test Client
 9/1/2017 - 4/30/2018

<u>Client Acct #</u>	<u>Artiva Acct #</u>	<u>Debtor Name</u>	<u>Listed Bal</u>	<u>Current Bal</u>	<u>Listed Date</u>	<u>Cancel Date</u>	<u>Cancel ID</u>
ClientAct#1	990001	Consumer1	28.39	0.00	12/11/2013	10/16/2017	PIF
ClientAct#2	990002	Consumer2	43.78	0.00	12/11/2013	9/11/2017	PIF
ClientAct#3	990003	Consumer3	40.60	0.00	12/11/2013	9/11/2017	PIF
ClientAct#4	990004	Consumer4	37.62	0.19	7/21/2014	10/4/2017	PIF
ClientAct#5	990005	Consumer5	1,358.13	0.00	2/13/2013	3/16/2018	PIF
ClientAct#6	990006	Consumer6	1,420.22	0.00	10/17/2011	3/16/2018	PIF
ClientAct#7	990007	Consumer7	24.15	0.00	6/19/2015	1/4/2018	PIF
ClientAct#8	990008	Consumer8	28.39	28.39	12/11/2013	9/27/2017	RETURN
ClientAct#9	990009	Consumer9	26.25	0.00	7/21/2014	9/27/2017	PIF
ClientAct#10	990010	Consumer10	156.72	0.00	12/4/2015	12/28/2017	PIF
ClientAct#11	990011	Consumer11	88.81	0.00	12/4/2015	10/27/2017	PIF
ClientAct#12	990012	Consumer12	87.44	0.00	12/4/2015	9/20/2017	PIF
ClientAct#13	990013	Consumer13	68.67	0.00	12/4/2015	10/3/2017	PIF
ClientAct#14	990014	Consumer14	68.27	0.00	12/4/2015	10/13/2017	PIF
ClientAct#15	990015	Consumer15	49.52	62.67	12/4/2015	10/23/2017	DISPUTE
ClientAct#16	990016	Consumer16	31.45	0.00	12/4/2015	9/27/2017	PIF
ClientAct#17	990017	Consumer17	621.63	736.73	8/31/2016	10/23/2017	RECALL
ClientAct#18	990018	Consumer18	369.22	0.61	8/31/2016	3/29/2018	PIF
ClientAct#19	990019	Consumer19	190.22	0.00	8/31/2016	9/21/2017	PIF
ClientAct#20	990020	Consumer20	171.10	0.00	8/31/2016	10/23/2017	PIF
ClientAct#21	990021	Consumer21	161.10	161.10	8/31/2016	12/29/2017	UNCOLLECTIBLE
ClientAct#22	990022	Consumer22	152.83	0.00	8/31/2016	4/18/2018	PIF
ClientAct#23	990023	Consumer23	129.78	0.00	8/31/2016	12/28/2017	PIF
ClientAct#24	990024	Consumer24	78.96	0.00	8/31/2016	11/3/2017	PIF
ClientAct#25	990025	Consumer25	59.40	0.00	8/31/2016	10/23/2017	PIF
ClientAct#26	990026	Consumer26	32.00	0.00	8/31/2016	10/9/2017	PIF
ClientAct#27	990027	Consumer27	30.29	0.00	8/31/2016	9/27/2017	PIF
ClientAct#28	990028	Consumer28	28.44	0.00	8/31/2016	1/4/2018	PIF
ClientAct#29	990029	Consumer29	27.10	0.03	8/31/2016	2/7/2018	PIF
ClientAct#30	990030	Consumer30	23.88	0.00	8/31/2016	12/7/2017	PIF
ClientAct#31	990031	Consumer31	15.01	0.00	8/31/2016	11/30/2017	PIF
ClientAct#32	990032	Consumer32	9.47	0.00	8/31/2016	11/21/2017	PIF
ClientAct#33	990033	Consumer33	169.23	0.00	4/6/2017	1/2/2018	PIF

Payment Report

5/14/2018

Client: Test Client
 1/1/2017 - 4/30/2018

11:34:03AM

User:ANTC

Client Acct#	Artiva Acct#	Debtor Name	Listed Date	Payment Date	Type	Amount	Due Agy	Due Clt
990001	Artiva001	Glen **	3/24/2014	1/1/2017	Electronic Credit Card	-100.00	0.00	0.00
990002	Artiva002	Margarita **	7/24/2014	1/28/2017	Electronic Check	-1,459.11	0.00	0.00
990003	Artiva003	Margarita **	7/24/2014	2/28/2017	Electronic Check	-204.45	0.00	0.00
990004	Artiva004	Jason **	3/24/2014	1/29/2017	Electronic Check	-150.00	37.50	112.50
990005	Artiva005	Charlene **	10/16/2013	1/3/2017	Electronic Credit Card	-25.00	6.25	18.75
990006	Artiva006	Charlene **	10/16/2013	2/3/2017	Electronic Credit Card	-25.00	6.25	18.75
990007	Artiva007	Charlene **	10/16/2013	3/3/2017	Electronic Credit Card	-25.00	6.25	18.75
990008	Artiva008	Charlene **	10/16/2013	4/3/2017	Electronic Credit Card	-25.00	0.00	0.00
990009	Artiva009	Charlene **	10/16/2013	5/3/2017	Electronic Credit Card	-25.00	0.00	0.00
990010	Artiva010	John **	3/24/2014	1/15/2017	Electronic Credit Card	-100.00	25.00	75.00
990011	Artiva011	John **	3/24/2014	2/15/2017	Electronic Credit Card	-100.00	0.00	0.00
990012	Artiva012	John **	3/24/2014	3/15/2017	Electronic Credit Card	-100.00	0.00	0.00
990013	Artiva013	John **	3/24/2014	4/15/2017	Electronic Credit Card	-100.00	0.00	0.00
990014	Artiva014	Joseph **	12/3/2012	1/15/2017	Electronic Check	-200.00	50.00	150.00
990015	Artiva015	Joseph **	12/3/2012	2/15/2017	Electronic Check	-200.00	50.00	150.00
990016	Artiva016	Joseph **	12/3/2012	3/15/2017	Electronic Check	-200.00	50.00	150.00
990017	Artiva017	Joseph **	12/3/2012	4/15/2017	Electronic Check	-200.00	50.00	150.00
990018	Artiva018	Andrew **	10/16/2013	1/6/2017	Electronic Check	-192.00	48.00	144.00
990019	Artiva019	Parker **	7/24/2014	1/3/2017	Electronic Credit Card	-360.00	0.00	0.00
990020	Artiva020	Marien **	4/2/2013	1/15/2017	Electronic Check	-125.00	31.25	93.75
990021	Artiva021	Marien **	4/2/2013	2/15/2017	Electronic Check	-125.00	31.25	93.75
990022	Artiva022	Marien **	4/2/2013	3/15/2017	Electronic Check	-125.00	31.25	93.75
990023	Artiva023	Marien **	4/2/2013	4/15/2017	Electronic Check	-125.00	31.25	93.75
990024	Artiva024	Marien **	4/2/2013	5/15/2017	Electronic Check	-125.00	31.25	93.75
990025	Artiva025	Marien **	4/2/2013	6/15/2017	Electronic Check	-125.00	31.25	93.75
990026	Artiva026	Parker **	7/24/2014	1/3/2017	Electronic Credit Card	-360.00	90.00	270.00
990027	Artiva027	Paul **	7/24/2014	1/18/2017	Electronic Credit Card	-200.00	50.00	150.00
990028	Artiva028	Paul **	7/24/2014	2/18/2017	Electronic Credit Card	-200.00	50.00	150.00
990029	Artiva029	Paul **	7/24/2014	3/18/2017	Electronic Credit Card	-200.00	50.00	150.00
990030	Artiva030	Paul **	7/24/2014	4/18/2017	Electronic Credit Card	-200.00	50.00	150.00
990031	Artiva031	Paul **	7/24/2014	5/18/2017	Electronic Credit Card	-200.00	0.00	0.00
990032	Artiva032	Paul **	7/24/2014	6/18/2017	Electronic Credit Card	-200.00	0.00	0.00
990033	Artiva033	Adam **	12/3/2012	1/22/2017	Electronic Check	-130.00	0.00	0.00
990034	Artiva034	Adam **	12/3/2012	2/22/2017	Electronic Check	-130.00	0.00	0.00
990035	Artiva035	Adam **	12/3/2012	1/23/2017	ACH - (CHECK BY PHONE - MANUAL)	-130.00	32.50	97.50
990036	Artiva036	Tony **	10/16/2013	1/26/2017	Check	-100.00	25.00	75.00
990037	Artiva037	Keith **	2/13/2013	1/30/2017	ACH - (CHECK BY PHONE - MANUAL)	-50.00	12.50	37.50
990038	Artiva038	David **	4/2/2013	1/31/2017	Check	-50.00	12.50	37.50
990039	Artiva039	Calvin **	5/13/2014	2/22/2017	Check	-11,240.72	2,810.17	8,430.55
990040	Artiva040	Emanuela **	3/24/2014	2/23/2017	Check	-358.45	89.61	268.84
990041	Artiva041	Ingrid **	4/2/2013	2/27/2017	Check	-1,500.00	375.00	1,125.00
990042	Artiva042	Keith **	2/13/2013	2/28/2017	ACH - (CHECK BY PHONE - MANUAL)	-50.00	12.50	37.50
990043	Artiva043	Zachary **	5/13/2014	3/1/2017	Electronic Credit Card	-545.15	136.28	408.87

COLLECTION OVERVIEW

STATEMENT

CLIENT NAME
CLIENT ADDRESS
ATTN _____
CITY, STATE, ZIP

Date of statement

PAGE NO: 1

END DATE: 4/30/2018

YOUR ID: CLIENT ID

Client/Product Unique ID

DATE	DESCRIPTION	ADJUSTED AMOUNT	PAID US	PAID YOU	DUE US	DUE YOU
	Prior A/R	This section will show prior invoices for which FHC has not yet received a payment.				
043018	Invoice Summary client ID Invoice #1848 Invoice #1849	List of invoices related to the current statement			139.64 103.79 243.43	0.00 0.00 0.00
	Settlement	Payments received by FHC				
	client ID Account Activity Gross Payments Fees	Fees on payments received by FHC			139.64	832.60
	Direct Payments Direct Payment Fees	Fees on payments paid directly to Client			103.79	
			832.60	832.60	243.43	832.60- 0.00
	Account Transactions	Types and # of transactions				
	Direct Payment (4) Electronic Credit Card (2) Electronic Check (3) Money Order (1)		762.63 100.00 400.00 332.60			
		Gross Collections for statement				
						Amount collected by FHC and forwarded to client

- PAYMENT CODES**
- 20- Paid in Full w/Overpayment
 - 21- Overpayment only
 - 30- Paid in Full
 - 31- Partial Payment
 - 33- Full Payment w/Agency Int
 - 34- Final Payment
 - 35- Settlement in Full
 - 36- Legal Partial Payment
 - 37- Final Legal Payment
 - 39- Partial Payment Reversal
 - 59- Debtor DBJ, etc.
 - 69- Debtor CRJ, etc.

RUNNING TOTAL			
TOTAL COLLECTED	1595.23	OUR CHECK ENCLOSED FOR	832.60
		PLEASE REMIT	243.43

Fees due FHC on total collections

PAGE NO: 3

END DATE: 4/30/2018

YOUR ID: CLIENT ID

CLIENT NAME
 CLIENT ADDRESS
 ATTN _____
 CITY, STATE, ZIP

Invoice Number Invoice #1848

DATE	DESCRIPTION	ADJUSTED AMOUNT	PAID US	PAID YOU	DUE US	DUE YOU
043018	5334559 Statement #2950 Gross Payment Fees	Fees for payments received by FHC			139.64	
<p>PAYMENT CODES</p> <p>20- Paid in Full w/Overpayment 35- Settlement in Full 21- Overpayment only 36- Legal Partial Payment 30- Paid in Full 37- Final Legal Payment 31- Partial Payment 38- Partial Payment Reversal 33- Full Payment w/Agency Int 59- Debtor DBJ, etc. 34- Final Payment 69- Debtor CRJ, etc.</p>					139.64	
		TOTAL COLLECTED			OUR CHECK ENCLOSED FOR PLEASE REMIT	

Total due FHC on this invoice

FH Cann & Associates, Inc
 1600 Osgood Street
 North Andover, MA 01845

STATEMENT

PAGE NO: 4

END DATE: 4/30/2018

YOUR ID: CLIENT ID

CLIENT NAME
 CLIENT ADDRESS
 ATTN _____
 CITY, STATE, ZIP

Invoice Number Invoice #1849

DATE	DESCRIPTION	ADJUSTED AMOUNT	PAID US	PAID YOU	DUE US	DUE YOU
043018	5334560 Statement #2950 Direct Payment Fees				103.79	
		Fees generated from Direct Payments to Client				
					Total due FHC on this invoice	
		RUNNING TOTAL			103.79	
		TOTAL COLLECTED		OUR CHECK ENCLOSED FOR		
				PLEASE REMIT		

PAYMENT CODES

- 20- Paid in Full w/Overpayment
- 21- Overpayment only
- 30- Paid in Full
- 31- Partial Payment
- 33- Full Payment w/Agency Int
- 34- Final Payment
- 35- Settlement in Full
- 36- Legal Partial Payment
- 37- Final Legal Payment
- 39- Partial Payment Reversal
- 59- Debtor DBJ, etc.
- 69- Debtor CRJ, etc.

SUMMARY OF COLLECTION ACTIVITY

PAGE NO: 5

END DATE: 4/30/2018

YOUR ID: CLIENT ID

CLIENT NAME _____
 CLIENT ADDRESS _____
 ATTN _____
 CITY, STATE, ZIP _____

Account Summary

DATE	DESCRIPTION	ADJUSTED AMOUNT	PAID US	PAID YOU	DUE US	DUE YOU
	Account Activity					
	Gross Payments	0.00	832.60	0.00	139.64	832.60
		0.00	832.60	0.00	139.64	832.60
	Direct Payments					
	Direct Payments	0.00	0.00	762.63	103.79	0.00
		0.00	0.00	762.63	103.79	0.00
	Summary of Gross and Direct Payments and related FHC collection fees					
PAYMENT CODES						
20- Paid in Full w/Overpayment	35- Settlement in Full					
21- Overpayment only	36- Legal Partial Payment					
30- Paid in Full	37- Final Legal Payment					
31- Partial Payment	39- Partial Payment Reversal					
33- Full Payment w/Agency Int	59- Debtor DBJ, etc.					
34- Final Payment	69- Debtor CRJ, etc.					
	RUNNING TOTAL	0.00	832.60	762.63	243.43	832.60
	TOTAL COLLECTED					
				OUR CHECK ENCLOSED FOR		
				PLEASE REMIT		

Payments to FHC

Direct Payments to Client

FHC fees due

Payments remitted to Client

PAGE NO: 6

END DATE: 4/30/2018

YOUR ID: CLIENT ID

CLIENT NAME
 CLIENT ADDRESS
 ATTN _____
 CITY, STATE, ZIP

Direct Payments Detail

Direct Payments

DATE	DESCRIPTION	Consumer's Name	ADJUSTED AMOUNT	PAID US	PAID YOU	DUE US	DUE YOU	
043018	JOHN BARBER SHOP FY: 2016-735		0.00	0.00	200.00	24.70	0.00	
043018	ACME CLEANING FY: 2016-836		0.00	0.00	44.29	2.85	0.00	
043018	ACME HAIR SALON FY: 2016-1016		0.00	0.00	49.24	2.38	0.00	
043018	ACME HAIR SALON FY: 2014-895		0.00	0.00	469.10	73.86	0.00	
PAYMENT CODES			RUNNING TOTAL	0.00	0.00	762.63	103.79	0.00
20- Paid in Full w/Overpayment 21- Overpayment only 30- Paid in Full 31- Partial Payment 33- Full Payment w/Agency Int 34- Final Payment 35- Settlement in Full 36- Legal Partial Payment 37- Final Legal Payment 39- Partial Payment Reversal 59- Debtor DBJ, etc. 69- Debtor CRJ, etc.			TOTAL COLLECTED			OUR CHECK ENCLOSED FOR PLEASE REMIT		

043018
043018
043018
043018

JOHN BARBER SHOP
FY: 2016-735
ACME CLEANING
FY: 2016-836
ACME HAIR SALON
FY: 2016-1016
ACME HAIR SALON
FY: 2014-895

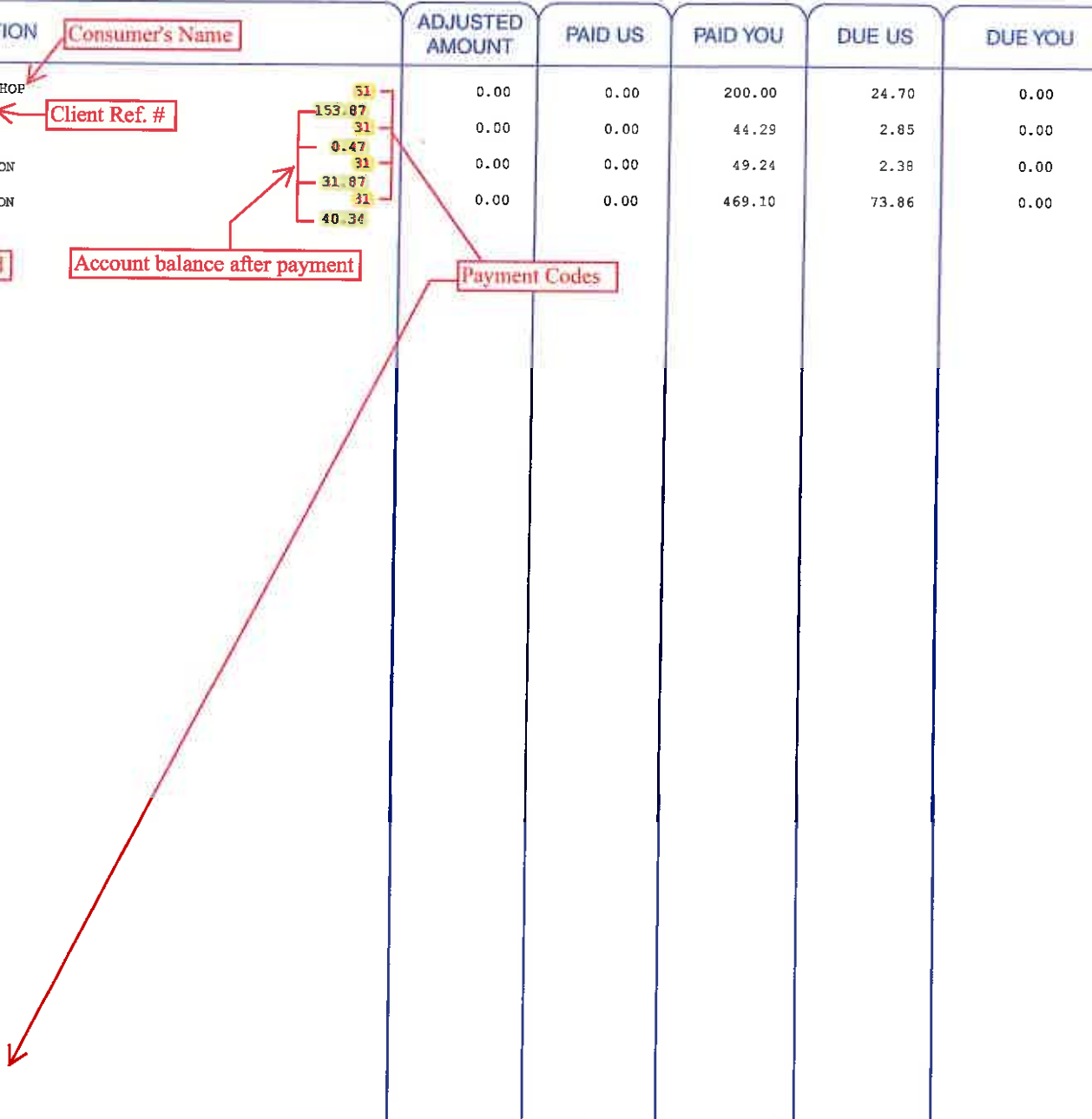
Consumer's Name
Client Ref. #

51
153.87
31
0.47
31
31.87
31
40.34

Payment Posted

Account balance after payment

Payment Codes



FH Cann & Associates, Inc
 1600 Osgood Street
 North Andover, MA 01845

STATEMENT

PAGE NO: 7

END DATE: 4/30/2018

YOUR ID: CLIENT ID

CLIENT NAME
 CLIENT ADDRESS
 ATTN _____
 CITY, STATE, ZIP _____

Payments received by FHC detail

Account Activity

DATE	DESCRIPTION	ADJUSTED AMOUNT	PAID US	PAID YOU	DUE US	DUE YOU	
042818	ACME GIFTS FY: 2012-41	31	100.00	0.00	11.74	100.00	
041018	ACME SALON FY: 2010-369	221.27 34	45.25	0.00	11.31	45.25	
041018	GIRL'S SALON FY: 2011-351	0.00 31	54.75	0.00	0.00	54.75	
040918	AUTO SHOP FY: 2015-431	94.63 31	150.00	0.00	36.73	150.00	
042318	AUTO SHOP FY: 2015-431	328.40 31	150.00	0.00	37.25	150.00	
041018	RENT-A-CAR FY: 2011-421	179.39 33 9.00	332.60	0.00	42.61	332.60	
PAYMENT CODES		RUNNING TOTAL	0.00	832.60	0.00	139.64	832.60
		TOTAL COLLECTED			OUR CHECK ENCLOSED FOR		
					PLEASE REMIT		

- 20- Paid in Full w/Overpayment
- 21- Overpayment only
- 30- Paid in Full
- 31- Partial Payment
- 33- Full Payment w/Agency Int
- 34- Final Payment
- 35- Settlement in Full
- 36- Legal Partial Payment
- 37- Final Legal Payment
- 39- Partial Payment Reversal
- 59- Debtor DBJ, etc.
- 69- Debtor CRJ, etc.



LETTERS

FHC has in place a vast collection of letters to help initiate contact with borrowers/consumers and keep them updated on the status of their accounts.

FHC has experienced in-house Counsel to assure proper drafting and implementation of our letter series in compliance with Federal, State and local regulations

Our library of letters, includes but is not limited to:

- Initial and Subsequent Demands for payment
- Repayment Agreements
- Compromise Agreements
- Administrative Wage Garnishment series of letters and notices.

Please see attached some samples of our letters.

A blue-bordered box with a light blue background is positioned on the right side of the page. It contains the following text in a bold, dark blue font: 'FHC can customize letters to meet all Client's expectations'.

**FHC
can customize
letters
to meet all
Client's expectations**

F.H. Cann & Associates, Inc.

1600 Osgood St. Suite 20-2/120 • North Andover, MA 01845
Telephone (877) 750-9808

FIRST NOTICE LETTER

Type A

Office Hours:
Mon - Thurs 8 A.M. - 8 P.M.
Fri 8 A.M. - 5 P.M.

Month, DD, YYYY

Sample Debtor 1234
Main Street
Anytown MI 48307

Re: FHC Reference #: FHC Acct #
Student loan account held by: Client Name

Principal: \$0.00
Interest: \$0.00
Other Charges: \$0.00
Total Due: \$0.00*

Dear Sample Debtor,

The above captioned account has been placed by our client Client Name with our office for collection. The balance due above is owed to Client Name and continues to accrue interest daily. This balance is effective as of today, MONTH, DD, YYYY, and may not be an accurate pay-off figure; this balance may increase due to the accrual of interest, late charges and other charges as may be applied by our client as per the terms and conditions of your contract.

Unless you notify this office within 30 days of receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days of receiving this notice that you dispute the validity of the debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such verification or judgment. If you request of this office in writing within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

Please contact our office at the address or telephone number above to resolve this matter.

Sincerely,

FHC Representative

*Balance as of the date above; this balance may increase due to the accrual of interest, late charges and other charges.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

*****PLEASE SEE IMPORTANT NOTICES ON THE BACK OF THIS LETTER*****

**Make your check or money order payable to CLIENT NAME
and send to the address below using the enclosed envelope**

DO NOT SEND CHECKS OR CORRESPONDENCE TO: PO Box 505, Linden MI 48451-0505

***** Please detach the lower portion and return with your payment *****

XTYB2088A7



PO Box 505
Linden MI 48451-0505
ADDRESS SERVICE REQUESTED

Month, DD, YYYY

IF YOU WISH TO PAY BY CREDIT CARD, CIRCLE ONE AND FILL IN THE INFORMATION BELOW.	
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
CARD NUMBER	EXP. DATE
CARD HOLDER NAME	CVV
SIGNATURE	AMOUNT PAID

Re: Client Name
FHC Reference #: FHC Acct #
Balance Due: \$0.00



0008020024001446828148307-1YA1-XTYB2088A7 8

IDGLHE - 8
Sample Debtor
1234 Main Street Anytown
MI 48307



National Payment Processing Center
P.O. Box 9054
Pleasanton CA 94566-9054

12345678-000001-03-0-AA



8-ONCANN10-IDGLHE-7/16/12

F.H. Cann & Associates, Inc.

1600 Osgood St. Suite 20-2/120 • North Andover, MA 01845
Telephone (877) 750-9804

Office Hours:
Mon - Thurs 8 A.M. - 8 P.M.
Fri 8 A.M. - 5 P.M.

Month, DD, YYYY

Sample Debtor
1234
Main Street
Anytown MI 48307

Re: Client name
Balance: \$127.68
See Page 2 for Account Details

FIRST NOTICE LETTER
Type B

Dear Sample Debtor,

We have been asked to contact you to discuss resolution of your overdue account with Client name.

According to our client's records, full payment of your account is long overdue. Please take care of this obligation by remitting the balance in full to this office.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

Please contact our office at the address or telephone number above to resolve this matter.

Sincerely,

FHC Representative
Collection Supervisor

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

*****PLEASE SEE IMPORTANT NOTICES ON THE BACK OF THIS LETTER*****

**Make your check or money order payable to F.H. Cann & Associates, Inc.
and send to the address below using the enclosed envelope**

DO NOT SEND CHECKS OR CORRESPONDENCE TO: Linden MI 48451-0505

***** Please detach the lower portion and return with your payment *****

Y1EA790816



PO Box 505
Linden MI 48451-0505
ADDRESS SERVICE REQUESTED

August 31, 2017

IF YOU WISH TO PAY BY CREDIT CARD, CIRCLE ONE AND FILL IN THE INFORMATION BELOW.	
<input type="checkbox"/>	<input type="checkbox"/>
CARD NUMBER	EXP. DATE
CARD HOLDER NAME	CVV
SIGNATURE	AMOUNT PAID

Re: Client Name
Total Balance: \$127.68
FHC Reference#: 1234567



0008120024004400409902082308340--Y1EA790816 1084

IDMUNIC - 1084
Sample Debtor
1234 Main Street
Anytown MI 48307



F.H. Cann & Associates, Inc.
1600 Osgood St. Suite 20-2\120
North Andover MA 01845

XTYC7D4869



1600 Osgood St. Suite 20-2\120
North Andover MA 01845
ADDRESS SERVICE REQUESTED

F.H. Cann & Associates, Inc.
1600 Osgood St. Suite 20-2/120 • North Andover, MA 01845
Telephone (877) 750-9813

Office Hours
Mon - Thurs 8 A.M. - 8 P.M.
Fri 8 A.M. - 5 P.M.

Month DD, YYYY

Alternative Documentation of
Income for Rehabilitation
Payment Agreements



0008020024001685212348307-1YA1--XTYC7D4869 1

GLADOILT - 1
Sample Debtor
1234 Main Street
Anytown MI 48307



F.H. Cann & Associates, Inc.
1600 Osgood St. Suite 20-2\120
North Andover MA 01845

1-ONCANN10-GLADOILT-06/01/15

Re: FHC Reference #: **INS003**
Student loan account held by:
Great Lakes Higher Education Guaranty Corporation

Principal: **\$0.00**
Interest: **\$0.00**
Collection Fees: **\$0.00**
Total Due: **\$0.00 ***

* Balance is as of date of letter, this balance may increase due to the accrual of interest, late charges, and other charges.

Dear **Sample Debtor**:

Enclosed please find the required form for Alternative Documentation of Income for Rehabilitation Payment Agreements.

In preparation of your above-referenced account being considered for the Federal Rehabilitation Program, you need to complete the attached form and return it to the mailing address, fax number, or email address below.

F.H. Cann & Associates, Inc.
Attention: Rehabilitation Department
1600 Osgood Street, Suite 2-120
North Andover, MA 01845
Fax # (877) 677-9125
docs@fhcann.com

Failure to return this completed documentation may render your account ineligible for consideration into the Federal Rehabilitation Program at the agreed upon monthly payment amount of **\$0,000.00**

If you have any questions regarding this process, please contact me at the number above.

Thank you.

Sincerely,

Name of FHC Representative
Supervisor, Rehabilitation Department

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

*******PLEASE SEE IMPORTANT NOTICES ON THE NEXT PAGE*******

12345678-000001-01-0-AAA



Alternative Documentation of Income
For Rehabilitation Repayment Agreements

SSN: [][][][]-[][][]-[][][][][] Name: _____
 Address Line 1: _____
 Address Line 2: _____
 City: _____ State: [][] Zip Code: [][][][][]
 Home Phone: () _____ Cell Phone: () _____
 Family Size: _____ Email Address: _____

Family size includes you, your spouse, and your children (including unborn children who will be born during the year for which you certify your family size), if the children will receive more than half their support from you. It includes other people only if they live with you now, they receive more than half their support from you now, and they will continue to receive this support from you for the year that you certify your family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.

Income: (Include your spouse's income if your spouse contributes to your household income)

Taxable Income	Monthly Average Amount	
	Borrower	Spouse
Income Type		
1. Employment Income	\$	\$
2. Worker's Compensation	\$	\$
3. Unemployment Benefits	\$	\$
4. Alimony	\$	\$
5. Other Taxable Income	\$	\$
Non-Taxable Income		
6. Child Support	\$	\$
7. Social Security	\$	\$
8. Other Non-Taxable	\$	\$

Check this box if you have no income and are entirely supported by someone other than a spouse. Explain how you are supported in the space below:

I affirm, under penalty of perjury, that the information provided above and in the attached documentation is complete and accurate.

Signed: _____ Date: _____

12345678-000001-02-1-AA



You have the right to make a written or oral request that telephone calls regarding your debt may not be made to you at your place of employment. Any such oral request would be valid for ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

Account Detail

FHC#	Client Ref. #	Principal	Interest	Costs	Total
1234567	ABC 9876	48.91	18.47	60.30	127.68

F.H. Cann & Associates, Inc.

1600 Osgood St. Suite 20-2/120 • North Andover, MA 01845
Telephone (877) 750-9808

Office Hours:
Mon - Thurs 8 A.M. - 8 P.M.
Fri 8 A.M. - 5 P.M.

Payment Arrangement Letter

Month DD, YYY

Sample Debtor
1234 Main Street
Anytown MI 48307

Re: FHC Reference #: FHC Acct #
Creditor: Client name
Principal: \$0.00
Interest: \$0.00
Collection Fees: \$0.00
Total Due: \$0.00*

Dear Sample Debtor,

This letter serves as your copy of the payment arrangement you recently authorized with our office concerning your debt owed to our client, Client name

Please review the amounts and dates below and call our office with any questions or concerns.

Payment Date	Payment Amount	Payment Date	Payment Amount
1/1/2018	100.00	7/1/2018	100.00
2/1/2018	100.00	8/1/2018	100.00
3/1/2018	100.00	9/1/2018	100.00
4/1/2018	100.00	10/1/2018	100.00
5/1/2018	100.00	11/1/2018	100.00
6/1/2018	100.00	12/1/2018	100.00

You have the right to cancel any payments listed above by contacting our office at the phone number or address above at least three (3) business days prior to the payment date listed.

Sincerely,

FHC Representative,
Collections Supervisor

* Balance as of the date above; this balance may increase due to the accrual of interest, late charges and other charges.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

*****PLEASE SEE IMPORTANT NOTICES ON THE BACK OF THIS LETTER*****

XTYEFF0AD7



PO Box 505
Linden MI 48451-0505
ADDRESS SERVICE REQUESTED

Month, DD, YYYY



0008020024001982841548307-1YA1-XTYEFF0AD7 3

GLPAYMNT - 3
Sample Debtor
1234 Main Street
Anytown MI 48307



F.H. Cann & Associates, Inc.
1600 Osgood St. Suite 20-2/120 • North Andover, MA 01845
Telephone (877) 750-9813

Office Hours:
Mon-Thurs 8 A.M. – 8 P.M.
Fri 8 A.M. -5 P.M.

Repayment Schedule Letter

Month, DD, YYY

SAMPLE BORROWER
123 MAIN ST
SAMPLE CITY, STATE, ZIP

RE: FHC Reference #: 123
Student Loan account held by:
Client Name

Principal: \$93360.85
Interest: \$11372.72
Other Charges: \$5634.67
Total Due: \$110368.24

Dear **SAMPLE BORROWER**,

Thank you for contacting our office and establishing a repayment schedule for the above-referenced debt held by our client, **Client Name**. By signing below, you acknowledge you have read, understand and agree with the terms and conditions of the pre-authorized payment schedule listed below. Kindly sign and return this document to F.H. Cann & Associates, Inc. and retain a copy for your records.

11/13/2015	\$5.00
12/13/2015	\$5.00
01/13/2016	\$5.00
02/13/2016	\$5.00
03/13/2016	\$5.00
04/13/2016	\$5.00
05/13/2016	\$5.00
06/13/2016	\$5.00
07/13/2016	\$5.00
08/13/2016	\$5.00

Signature

Date

*****PLEASE SEE IMPORTANT NOTICES ON THE SECOND PAGE OF THIS LETTER*****

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

State Disclosures:

California Residents: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Colorado Residents: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT SEE WWW.AGO.STATE.CO.US/CADC/CADCMAIN.CFM. F.H. Cann & Associates, Inc.'s local office is located at 3111 E. Briarwood Avenue, Suite #340, Centennial, CO 80112; Telephone # 303-768-0200.

Massachusetts Residents: Notice of important rights: You have the right to make a written or oral request that telephone calls regarding your debt will not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

Minnesota Residents: This collection agency is licensed by the Minnesota Department of Commerce.

New York City Residents: This collection agency is licensed by the New York City Dept of Consumer Affairs License #1415788.

New York State Residents: Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: a) the use or threat of violence; b) the use of obscene or profane language; and c) repeated phone calls made with the intent to annoy, abuse, or harass. If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1. Supplemental security income, (SSI); 2. Social security; 3. Public assistance (welfare); 4. Spousal support, maintenance (alimony) or child support; 5. Unemployment benefits; 6. Disability benefits; 7. Workers' compensation benefits; 8. Public or private



F.H.CANN & ASSOCIATES

1600 Osgood St. Suite 20-1/120 · North Andover, MA 01845
Phone (877) 750-9808/ (877) 677-9728 Fax (877) 874-7967
www.fhcann.com

Office Hours:
Mon - Thurs 8 A.M. - 8 P.M.
Fri 8 A.M. - 5 P.M.

Monday, May 21, 2018

Settlement in Full Offer Letter

Mr. Sample Borrower
113 Fake Street
Sample City, State, ZIP

Client: Client Name
Client Reference #: 123456789-0101
987654321-0102
FHC Account #: 112233, 332211
Balance: \$10,000.00*

Mr. Sample Borrower,

F.H. Cann & Associates, Inc., as a legally authorized agent for **Client Name**, has agreed to accept **\$7,500.00** as settlement in full for the above referenced account(s). The lump sum must be received in a single payment.

\$7,500.00 must post to your account on or before **Saturday, June 30, 2018.**

Upon clearance of said funds the above referenced account(s) will be considered settled in full.

Should you have any questions, please contact me at 877-750-9808 Ext. 2111.

Sincerely,

Name of FHC Representative

Choose an item.

Collection Manager

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR

***Balance as of date of letter reflected by records of F.H. Cann & Associates, Inc.**

******See next page for important disclosures******

State Disclosures:

California Residents: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Colorado Residents: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT SEE WWW.AGO.STATE.CO.US/CADC/CADCMAIN.CFM. F.H. Cann & Associates, Inc.'s local office is located at 3111 E. Briarwood Avenue, Suite #340, Centennial, CO 80112; Telephone # 303-768-0200.

Massachusetts Residents: Notice of important rights: You have the right to make a written or oral request that telephone calls regarding your debt will not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

Minnesota Residents: This collection agency is licensed by the Minnesota Department of Commerce.

New York City Residents: This collection agency is licensed by the New York City Dept of Consumer Affairs License #1415788.

New York State Residents: Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: a) the use or threat of violence; b) the use of obscene or profane language; and c) repeated phone calls made with the intent to annoy, abuse, or harass. If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1. Supplemental security income, (SSI); 2. Social security; 3. Public assistance (welfare); 4. Spousal support, maintenance (alimony) or child support; 5. Unemployment benefits; 6. Disability benefits; 7. Workers' compensation benefits; 8. Public or private pensions; 9. Veterans' benefits; 10. Federal student loans, federal student grants, and federal work study funds; and 11. Ninety percent of your wages or salary earned in the last sixty days.

North Carolina Residents: This collection agency is licensed by the North Carolina Department of Insurance Permit #109732.

Tennessee Residents: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

FHC Exhibit D – References

Agency / Contact	Phone / Email	Type of Portfolio
U.S. Department of Education		
Mark Benson	404-974-9400 Mark.Benson@ed.gov	Government Debt
New Hampshire Higher Education Assistance Foundation		
Sara Tremaine	603-227-5428 stremaine@gsmr.org	Federal Student Loan
North Carolina State Education Assistance Authority		
Wayne Johnson	919-248-4641 wjohnson@ncseaa.edu	Federal Student Loan
Performant Corporation – Commonwealth of Virginia Department of Taxation & Louisiana Department of Revenue		
Rohit Ramanchandi	925-605-9573 RRamchandani@performantcorp.com	State Taxes
City of WOBURN, MA		
Kristen Poli	781-897-5813 kpoli@citywoburn.com	Municipal / Personal Property Taxes