



REQUEST FOR QUOTATION
CRFQ 0212 SWC1900000006
DEBT COLLECTION SERVICES

PREPARED FOR

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

DUE: November 15, 2018, 1:30 PM EST



DELTA MANAGEMENT
ASSOCIATES, INC.

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November 15, 2018

Department of Administration, Purchasing Division
Buyer: Mark Atkins, File #42
2019 Washing Street East
Charleston, WV 25305-0130

RE: Request for Quotation CRFQ 0212 SWC1900000006
Debt Collection Services

Dear Mr. Atkins,

Delta Management Associates, Inc. (Delta) is pleased to submit our qualifications to the WV Department of Administration, Purchasing Division (Agencies) in response to Request for Quotation CRFQ 0212 SWC1900000006 Debt Collection Services. With 32 years of experience in the collection industry, Delta possesses the experience, strength, resources and desire to achieve your requirements, exceed your expectations and outperform our competitors, while protecting the Agencies reputation and maintaining Delta's outstanding rank in the collection industry.

Delta's executive management team boasts 70 years of combined experience providing collection solutions for delinquent business and personal tax liabilities, more than 280 years of combined collection industry experience, and an average tenure of 20 years of hands-on involvement providing collection solutions to clients nationwide.

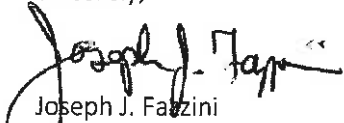
Moreover, Delta's dedicated Governmental Affairs Division has been providing collection services to federal, state and local government entities for more than 21 years. Our ethical, customer service approach to providing collection services has resulted in one of the lowest complaint ratios in the industry; and we use best practices and lessons learned to continually improve our technology-driven collection solutions. In addition we perform quarterly performance, financial and security testing and audits to ensure the Commonwealth's interest and taxpayers are protected.

Delta will be available and willing to respond to DOR's need for information and/or clarification regarding the requirements of this solicitation and throughout the resulting contract period. With our corporate headquarters located in Chelsea, less than one mile from DOR's Arlington Street offices we are easily accessible to meet any of the DOR's needs. We look forward to the opportunity to create a longstanding relationship with DOR.

If you have any questions or require additional information concerning Delta's proposal, please do not hesitate to contact me by phone at (317) 490-7843 or by e-mail at jfazzini@delta-mgt.com.

Thank you in advance for the time and consideration that will be given to Delta's proposal.

Sincerely,



Joseph J. Fazzini
Executive Vice President, Business Development
Delta Management Associates, Inc.

1. QUALIFICATIONS

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**

Qualifications

Delta offers specialized attention that you will not find with many of the more diversified collection companies. Maintaining a primary focus on the higher education industry, 98% of Delta's collection portfolio consists of governmental cases, federal student loans and educational accounts receivable.

Delta's experience, knowledge and expertise, in conjunction with our proven collection strategy, enable Delta to provide Agencies with a comprehensive collection solution, including detailed portfolio analysis, outstanding customer service and a targeted approach designed to provide the greatest return to Agencies. Moreover, Delta boasts an ethical, financial literacy approach to providing collection services that has resulted in one of the lowest complaint ratios in the industry.

Delta enters every client partnership with the goal of providing exceptional results and quality service to both the client and its borrowers. This focus has resulted in Delta's consistent ranking among our clients' top performers and client relationships that span more than 31 years. Backed by the financial stability, technology, processes and human resources necessary to ensure success, Delta commits to not only meet, but also exceed, Agencies expectations.

- Delta has more than 32 years of experience providing collection solutions.
- Delta's account setup process assigns separate client codes to each client based on account type (e.g., educational, medical, State agencies, spending units, political subdivisions and any other account that may be assigned.) and placement type (e.g., primary, secondary or legal). Agencies will have multiple client codes based on the type of accounts placed with Delta. Remittances, reconciliations and reporting are performed by client code, ensuring Delta maintains separate records for each account and placement type Agencies places with Delta for collection services.
- Delta's employees are extensively trained concerning the legal requirements to safeguard borrower data, including the Fair Debt Collection Practices Act (FDCPA), Family Educational Rights and Privacy Act (FERPA), Gramm-Leach-Bliley Act (GLBA), Privacy Act of 1974, Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), and Internal Revenue Service (IRS) Safeguards Program.
- Delta develops tailored call audit forms for each client, which are utilized by Delta's dedicated team of compliance auditors to monitor collection associate calls for compliance with company and client policies and procedures, as well as federal, state and local regulations. Delta will work with Agencies to create a custom call audit form specific to Agencies requirements.
- Delta maintains a historically low complaint ratio in comparison to the industry average due to the company's commitment to borrower sensitivity and quality assurance, which is spearheaded by Delta's Compliance and Audit department. Delta's chief compliance officer (CCO) and quality control staff govern Delta compliance and quality management. These individuals report quality concerns and recommend corrective actions to executive management at regular intervals and whenever necessary. Delta's quality control organization features a director of compliance, compliance manager, ombudsman, compliance supervisor, and network of more than 20 compliance auditors and quality assurance representatives who maintain quality and initiate corrective action as necessary.
- Delta's information security program is designed to maintain the security of confidential information concerning Agencies and your borrowers. The security plan is designed to ensure Delta complies with all of our clients' security policies, as well as applicable federal, state and local rules and regulations.
- Each member of Delta's collection team undergoes extensive training. Collection associates are trained to meet the highest level of professional standards, including compliance with the FDCPA; unfair, deceptive, or abusive acts or practices (UDAAPs); collection and telephone call techniques; documentation of calls; skip tracing; contract due diligence; Consumer Financial Protection Bureau (CFPB) regulations; and various federal, state and local regulations applicable to the credit and collections industry.
- As a nationwide collection agency, Delta is committed to developing a diverse supplier base and continues to make strides towards this effort through established subcontracting partnerships with certified minority and women-owned business enterprises (MWBES).

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.

Delta understands and agrees to all codes presented in Exhibit B.

2. MANDATORY REQUIREMENTS

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.

Client Audits and Site Visits

Prior to contract award and for the duration of the contract, Delta welcomes the Agencies to visit any Delta center of excellence to examine the facility and view actual operations and procedures. For the duration of the contract, Delta will make all information relevant to this project for Agencies, including systems, facilities, documentation, books, records, processes and internal control procedures, available to Agencies for both remote and onsite audits. Moreover, Delta agrees to provide Agencies with an office and any equipment necessary to audit Agencies accounts during normal business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. Delta will maintain all records concerning Agencies accounts in a manner that will allow easy auditing by Agencies personnel. Delta requires only 24 to 48 business hours of lead time prior to an audit. Delta agrees to maintain all records relating to this contract for a minimum of six (6) years.

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

Delta understands and agrees.

4.1.4 Placements: (Both Primary Placement and Secondary Placement)

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

Delta understands and agrees.

Account Placement

Delta has the ability and significant experience necessary to establish an interface with the Agencies successfully, including data exchange through secure file transfer protocol (SFTP), simple terminal file transfer protocol (STFTP), Pretty Good Privacy (PGP), electronic file transfer and encrypted key mail; and Delta encourages the Agencies to submit electronic placement, payment and adjustment files. In addition, the Agencies can place accounts with Delta through a secure online client portal, which allows the Agencies to upload placement files, access all general account activity and accounting records, and send a message directly to the collection team and CSR responsible for the Agencies accounts. All electronic placements are loaded into the account management and recovery system within 24 hours.

Delta can accommodate any file type submitted by the Agencies, and our dedicated programmers and software support team will make any necessary modifications to the file type to upload it into Delta's account management and recovery system. Delta requires that the Agencies submit borrower name, Social Security number (SSN), last known address, date of delinquency/default and account balance at the time of placement. In addition, Delta requests that the Agencies provide any other relevant borrower information that may aid in locating the borrower and resolving his/her account. All placements are audited to ensure borrower information has been accurately input prior to loading the accounts into Delta's account management and recovery system.

Within 48 hours of placement, a *Placement Acknowledgement Report* is generated and reviewed to reconcile all placements with the Agencies. This report provides a complete list of all accounts placed by the Agencies to act as a basis for reconciling accounts and will be provided to the Agencies in hard copy or electronically via e-mail and made available to the Agencies on Delta's secure, online client portal.

Separate Client Codes

Delta's account setup process assigns separate client codes to each client based on account type (e.g., educational, medical, State agencies, spending units, political subdivisions and any other account that may be assigned.) and placement type (e.g., primary, secondary or legal). Agencies will have multiple client codes based on the type of accounts placed with Delta. Remittances, reconciliations and reporting are performed by client code, ensuring Delta maintains separate records for each account and placement type Agencies places with Delta for collection services.

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.

Delta understands and agrees

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.

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.

Account Close and Return

When determining that an account is uncollectible, Delta takes into consideration whether the collection associates were able to locate the responsible party. In addition, Delta considers whether:

- The borrower is discharged in bankruptcy.
- The borrower is deceased or incarcerated.
- The borrower is on active military duty (upon client request).
- The borrower has a valid dispute.
- The borrower cannot be located.
- The borrower refuses to make payment.
- The account has been placed for six months with no payment activity.
- The account has exceeded the statute of limitations.

In addition, Delta will close and return an account for any reason upon the Agencies request. At the time of the request, the account is closed immediately. To ensure we maintain an accurate account history, Delta requests that the Agencies provide the reason for closing the account. Delta always attempts to return an account within 72 hours of determining the account to be uncollectible. If required by the Agencies, Delta can return accounts on a more frequent basis.

When accounts are fully resolved or deemed uncollectible, the Agencies will be notified via the *Close and Return Report*, which provides details concerning the reason for closure, including paid-in-full, no assets, all efforts exhausted or unable to locate. In addition, Delta will provide the Agencies with an elaborate printout of the complete account history, including:

- Borrower contact information such as current address and telephone number;
- Total number of mail efforts and contact attempts;
- All skip tracing efforts and credit bureau reporting; and
- Any other information that can be utilized in the future collection of the account.

Delta will not calculate a payoff and close an account without first confirming it in writing, or by electronic communication, with the Agencies. For accounts that have been placed in error or recalled by the Agencies, Delta maintains a policy of returning accounts upon notification from the Agencies. Any payments received by Delta for such accounts will be forwarded to the Agencies.

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

4.1.4.5.1 Minimum of two (2) monthly telephone calls and one (1) monthly letter.

Collection Methodology

Delta promptly undertakes the collection of all accounts, regardless of age, balance, score or demographics at the time of placement. Each account is approached with a comprehensive collection strategy designed using the best practices necessary for a successful outcome. Delta tailors this collection process based on specific account attributes to ensure the success of each project by developing work standards that best serve the needs of the client's portfolio. The dedicated DAG team monitors performance trends, provides detailed reporting and strategic planning, identifies staffing needs, and provides inventory analysis and batch tracking to optimize performance on each client portfolio.

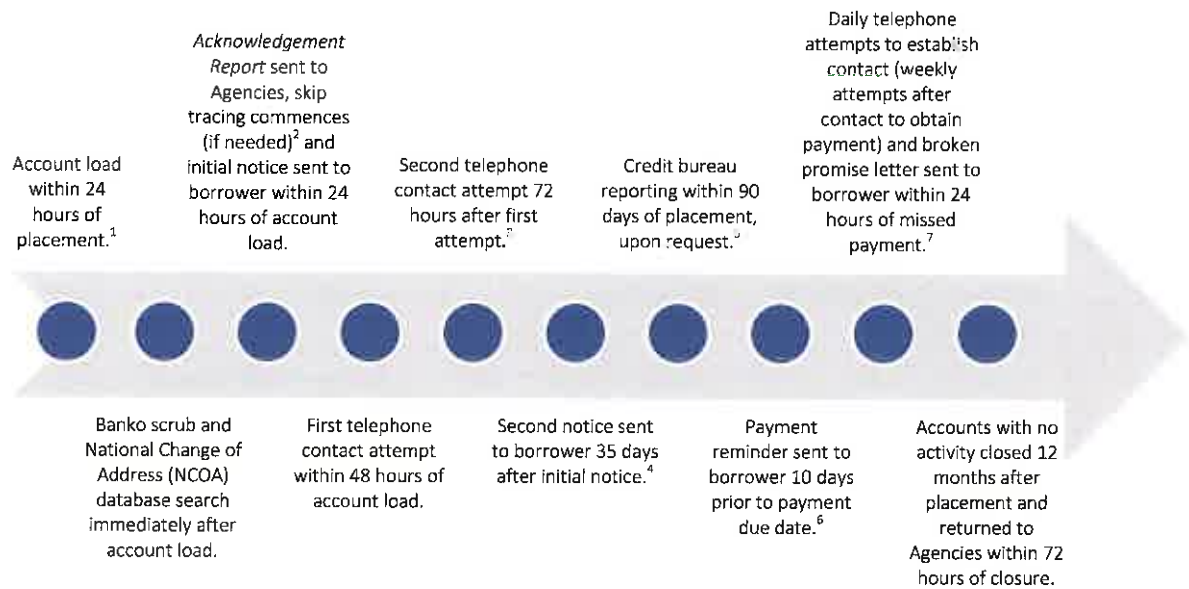
Our methodology stresses the importance of Delta's financial literacy approach to working with the borrower to identify the best repayment solution to resolve his/her account. Collection associates receive specialized training in communicating all available repayment options, obtaining and evaluating the borrower's financial profile and educating the borrower on his/her responsibilities and the benefits of resolving his/her delinquent account. Delta believes in taking a counseling approach to resolving borrower accounts that preserves borrowers' rights and ensures they are treated with courtesy and respect.

Collection associates are continually monitored for compliance with client requirements, company policies and procedures, and federal, state and local regulations through monitoring of both live and recorded calls, as well as by using a robust voice analytics platform that monitors for specific words and phrases (e.g., settlement, attorney,

complaint, etc.) and acoustic characteristics (e.g., tone, volume, etc.). Delta develops tailored call audit forms for each client, which are utilized by Delta’s dedicated team of compliance auditors to monitor collection associate compliance; and collection associate incentives are tied directly to compliance and call audit scores to drive performance, quality and compliance.

A flowchart of Delta’s standard collection methodology timeline and our work plan commitment to Agencies are included on the following pages.

Collection Methodology Timeline



¹Within 72 hours for manual placements.

²Ongoing batch skip tracing as needed.

³Subsequent weekly telephone attempts at varying times until contact is established.

⁴Additional letters generated depending on progress and stage of collection efforts and Agencies requirements.

⁵Monthly information updates to credit bureaus on reported borrower accounts.

⁶Borrowers with a history of missed payments receive a payment reminder call 48 hours before due date.

⁷Supervisor review, if payment is not received within seven days of the missed payment.

Delta's Work Plan Commitment

Activity	Detail
Account Placement	<ul style="list-style-type: none"> Account load within 24 hours of receipt of electronic transfer, tape or diskette, or within 72 hours of receipt of manual placements <i>Acknowledgment Report</i> sent to Agencies within 48 hours of placement or as contractually required by Agencies
Collection Notices	<ul style="list-style-type: none"> Initial notice generated within 24 hours of account load Second notice generated 35 days after the initial notice Additional notices generated based on the progress and stage of collection efforts and Agencies requirements
Telephone Attempts	<ul style="list-style-type: none"> First telephone attempt made within 48 hours of account load Second telephone attempt made within 72 hours of the first attempt Subsequent telephone attempts are made weekly until contact is established or a message left for the borrower
Payment Notices	<ul style="list-style-type: none"> Payment reminders generated 10 days before each payment due date Broken promise notice generated the day following a missed payment
Missed Payments and Returned Checks	<ul style="list-style-type: none"> Daily manual dialer attempts beginning the day following a missed payment until contact is made or a message left for the borrower Weekly attempts after contact, until a valid payment is received
Skip Tracing	<ul style="list-style-type: none"> NCOA database search at placement Manual and electronic skip tracing on accounts without valid telephone numbers and/or addresses
Credit Bureau Reporting	<ul style="list-style-type: none"> Upon Agencies request Accounts with a balance of \$200 or greater are reported within 90 days of placement
Account Close and Return	<ul style="list-style-type: none"> Account close and return based upon predetermined criteria and Agencies requirements Closed accounts detailed in the <i>Close and Return Report</i>, which provides details concerning reason for closure Returned to Agencies within 72 hours of closure, or more frequently, if required by Agencies

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

Skip Tracing

Delta utilizes two types of skip tracing efforts for all accounts referred to Delta, regardless of balance, age at assignment or dollar amount:

- An "automatic" skip trace waterfall used both at account placement and during strategic times after placement.
- Manual skip trace efforts conducted by collection associates (with the exception of social media sites) to research manual leads and perform more in-depth investigation on the skip accounts.

Delta employs a variety of skip tracing tools and strategies to locate borrowers whose whereabouts are unknown and identify new employment and asset information. In addition, our account management and recovery system uses a sophisticated electronic skip tracing methodology, including nationwide address databases, to verify data.

Collection associates are thoroughly trained to use the skip tracing tools available, including special directories, online services and telephone services. In addition, they are trained in the communication skills vital to successful skip tracing, such as handling communication language barriers and obtaining the necessary information from individuals they contact.

AUTOMATIC WATERFALL SKIP TRACING

Delta utilizes a waterfall process when skip tracing accounts, which allows continuous attempts to provide validated contact information for the borrower. At the time of placement, Delta's letter servicer provides Delta with an NCOA database search, and the Coding Accuracy Support System (CASS) updates and verifies borrower addresses by a search performed through the U.S. Postal Service database. If the letter servicer identifies a bad address, a change of address is forwarded to Delta.

TransUnion, Experian and Equifax credit bureau reports are pulled for each borrower, and all accounts are scored and at the time of placement. The system then dissects the accounts and populates the account management and recovery system with information concerning the borrower. For example, telephone numbers identified during the scoring process are populated in the appropriate fields for accounts with no telephone number. Delta then places the accounts into project queues by credit score/phone numbers. In addition, all accounts receive a Banko scrub, and accounts with a balance of \$1,000 or greater receive a litigious borrower scrub at the time of placement.

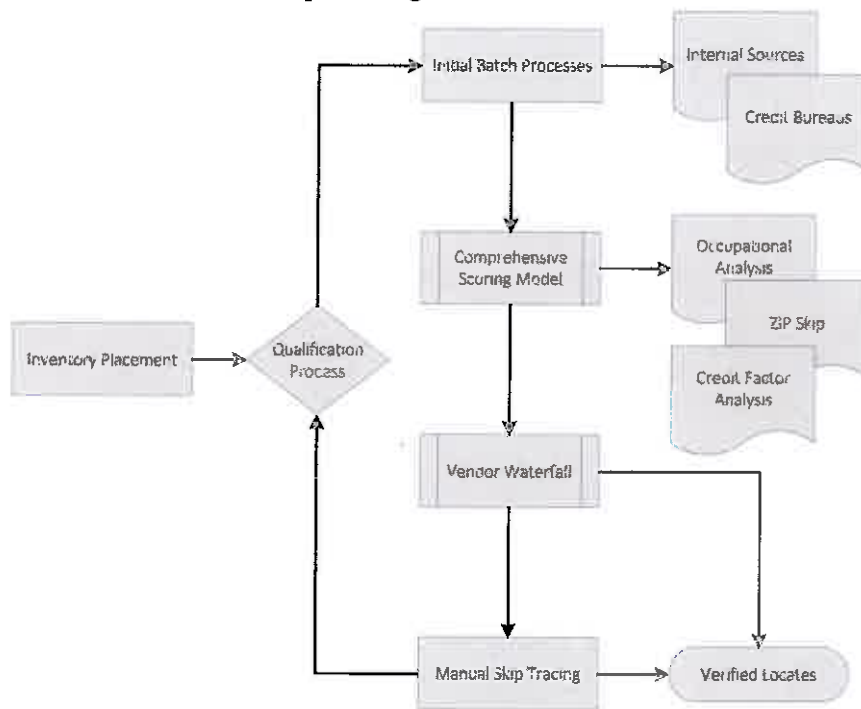
- **Banko:** Banko is comprehensive nationwide bankruptcy database search that aids Delta in identifying new bankruptcy filings and any updates to current bankruptcy filings. In addition, Banko provides Delta with information regarding deceased individuals in the Agencies portfolio.
- **Litigious Borrower Scrubs:** Litigious borrower scrubs identify any placed accounts for borrowers who have sued another agency in the past. This allows Delta to manage these accounts appropriately to mitigate the risk of litigation.

In addition, Delta performs the following searches as part of our waterfall skip tracing process:

- Telephone scrubs for home and mobile numbers;
- Batch searches for professional licensing, property, telephone numbers and place of employment information;
- Deceased and incarceration search, including official certification;
- Phone search for home and place of employment; and
- Address search for previous and current addresses.

Included below is the comprehensive account workflow that Delta formulated to detail the skip tracing process.

Skip Tracing Account Workflow



Skip Tracing Phase 1

Upon placement of new business, Delta’s dialer scrubs all accounts for mobile numbers and identifies those accounts for manual dialing. Delta runs a predictive dialer campaign on all available non-mobile telephone numbers, and accounts are distributed to Delta’s collection associates. All accounts without valid phone numbers are sorted into separate skip trace queues after placement. Reports are then generated identifying all home and/or place of employment numbers, and the accounts are placed in queue.

In addition, skip trace accounts are transitioned into Delta’s vendor waterfall for information research and verification, and electronic matching services with the U.S. Postal Service and CASS, as well as additional relative searches, are completed. If a

military address is found, Delta employs a “military locator” that notifies Delta whether the borrower is still on active duty. Delta is committed to the SCRA and notifies clients of any borrowers identified as serving both domestically and abroad.

Skip Tracing Phase 2

Collection associates call references, same last name sources, neighbors and relatives for verification purposes. In cases where locating an individual proves a challenge, Delta begins in-depth skip tracing procedures, such as researching credit reports for addresses, aliases, assets and employment information.

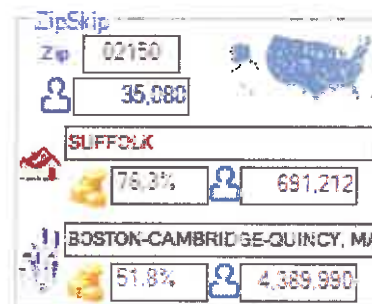
SKIPMASTER

Delta’s DAG team has developed SKIPMASTER, proprietary technology that provides a data-driven, centralized program for skip tracing borrower accounts. The program tracks and summarizes all skip tracing efforts that have been performed on an account, including who performed the skip tracing and what database was used to skip trace the account. SKIPMASTER extracts all skip tracing notes from the borrower’s history and provides this information in a separate window.

SKIPMASTER provides specific details for each account and fosters efficient resource utilization. In addition, SKIPMASTER promotes increased collection associate productivity by minimizing duplicate efforts and identifying which databases generate the most accurate information.

ZIP Skip

Delta’s SKIPMASTER technology includes a ZIP skip feature that highlights specific demographic information about the borrower to aid in skip tracing efforts. The ZIP skip feature utilizes census data to detail information about a borrower’s locale based on his/her ZIP code. This feature provides information on population and comparative household income for the metropolitan area and county for the specified borrower ZIP code.



Moreover, the ZIP skip feature can be used to identify the income potential of a borrower by reviewing demographic characteristics of the borrower’s city and surrounding areas and aids in determining his/her propensity to pay, which drives the strategy utilized to resolve the account.

INFORMATION RESEARCH AND VERIFICATION

Delta uses the following vendors for research and verification purposes:

- **Verifacts:** Delta batches accounts for home and place of employment phone numbers, as well as addresses.

- **Verifacts Extreme POE:** Delta batches high balance accounts for place of employment information.
- **CoreLogic Teletrack:** Delta batches accounts for both home and place of employment phone numbers.
- **RNN Group, LLC:** Delta batches accounts for home and mobile phone numbers, addresses, and place of employment information.
- **TransUnion TLOxp®:** Delta batches accounts for bankruptcies, foreclosures, liens, judgments and criminal history; current and historical addresses; phone numbers; relatives, neighbors and associates; assets, including property and vehicles; licenses, including professional and driver's; and e-mail addresses and social networks.
- **TransUnion Triggers:** Delta batches accounts to receive notifications concerning every borrower who applies for credit or pays off a recent charge. Along with the information provided on the borrower's application, Delta receives all current info the borrower listed on his/her application, such as home address, phone number, place of employment, etc.
- **Experian Collection Triggers™:** Delta batches accounts to track borrower credit scores and credit usage patterns. Delta receives notification of new borrower contact information and changes that indicate borrower financial improvement or his/her ability to resolve outstanding balances.
- **TALX The Work Number:** Delta batches accounts for place of employment information by matching borrower SSNs against employees of companies for which they manage payroll services. TALX manages payroll services for 2,500 of the largest organizations nationwide, maintains more than 225 million records, and advises Delta of newly hired employees and employer information.
- **LexisNexis® Accurint®:** Delta batches accounts for bankruptcies, foreclosures, liens, judgments and criminal history; current and historical addresses; phone numbers; relatives, neighbors and associates; assets, including property and vehicles; licenses, including professional and driver's; and e-mail addresses and social networks.

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.

Delta understands and agrees.

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

Reporting Package

Delta's policy is to provide client reports within the first 15 days of the month, with the exception of the *Client Remittance Report*, which will be provided on the schedule required by the Agencies. All reports are available in hard copy and electronic formats, and most of Delta's reports can be directly accessed through the secure online client access portal for ease of use and convenience. Standard client reports available to the Agencies include, but are not limited to:

- ***Acknowledgement Report:*** This report is produced within 48 hours of placement and provides a complete list of all accounts placed by the Agencies to act as a basis for reconciling accounts.
- ***Batch Track Report:*** This report provides detailed portfolio information by month, including new placements, gross and net recoveries, gross and net recovery rates, closed accounts and the reason for closure, and average balance of inventory and new placements.
- ***Regression Analysis Report:*** This is a batch track report that provides detailed performance and liquidation information by month for total performance on a specific batch of accounts.
- ***Monthly Client Activity Analysis Report:*** This report provides a breakdown of accounts placed, accounts closed and returned to the Agencies, amounts collected and accounts paid in full, and commission paid to Delta by month for a 12-month period.
- ***Borrower Status Report:*** This report provides the current status of accounts and serves as a tool for monitoring total contract performance and analyzing activity according to established procedures.
- ***Borrower Account History:*** This report displays all actions on any (or all) accounts placed by the Agencies in real time.

- **Skip Locate Report:** This report provides new and/or updated address, phone, e-mail and place of employment information obtained for the Agencies borrowers.
- **Post Dates Report:** This report provides details regarding all post-dated payments.
- **Borrower Contact Report:** This report summarizes the number of inbound and outbound calls on borrower accounts and details the number of right-party contacts, as well as the number of times the collection associate made contact with the borrower.
- **Mail Efforts Report:** This report provides the letter type and mailing date for borrower correspondence. In addition, the report indicates whether the account has been flagged for skip tracing due to returned mail.
- **Close and Return Report:** This report reflects all accounts that have been closed and returned to the Agencies and identifies a summary of the contacts made with the borrower, the borrower's current mailing address and telephone number, the dates and amounts of all payments and charges, and any additional due diligence requirements. In addition, it indicates the amount due on the account at the time of closing and the reason the account was closed.
- **Client Remittance Report:** This report summarizes and verifies payments posted in the account management and recovery system to referred accounts, indicating all payments received by the Agencies and the outstanding balance due Delta.
- **Annual Agency Collection Report:** This report lists the total number of accounts in repayment and the total dollars collected for accounts that had a payment during the Agencies's fiscal year. This report offers a complete breakdown of each account and can be customized with additional fields as required by the Agencies.

AD HOC REPORTS

Delta's highly experienced DAG team can design specialized reports utilizing any data available in the account management and recovery system database to create customized reports. These reports may be created for one-time use or can be saved for use later. The DAG team creates custom reports and graphs using any system fields selected from Delta's database. Ad hoc reports can be drafted in several formats, including Excel, Access, Word or PDF; and formulas and expressions can be incorporated into these customized ad hoc reports. Ad hoc reports and updates are available remotely through Delta's secure, online client portal or electronically via secure, encrypted file transfer.

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.

Delta understands and agrees.

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).

Delta has provided the signed agreement in Exhibit D

3. CONTRACT AWARD



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.

Delta understands and agrees.

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.

Delta has provided our proposed pricing in Exhibit C.

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.

Delta understands and agrees upon a schedule for performance of Contract Services and Contract Service Deliverables upon contract award.

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.

Delta understands and agrees.

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.

Delta understands and agrees to all responsibilities regarding travel.

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.

Delta understands and agrees to all requirements regarding access the Agencies facilities.

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.

Delta understands and agrees to all statements pertaining to Default in Section 8.

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: Joseph J. Fazzini, Executive Vice President, Business Development

Telephone Number: (317) 490-7843

Fax Number: (617) 660-3811

Email Address: jfazzini@delta-mgt.com

Delta Management Associates, Inc.
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Exhibit A

WV Code 4-1-18a and 6a-2-122 thru 129

Delta understands and adheres to all West Virginia Codes in Exhibit A



Exhibit_A

West Virginia Code §14-1-18a

WEST VIRGINIA CODE: §14-1-18a

§14-1-18a. Consignment of claims to debt collector.

Any account, claim or debt that an agency of this state is not able to collect within three months after trying with due diligence to do so may be referred to the commissioner of finance and administration for consignment by the commissioner to a responsible licensed and bonded debt collection agency or similar other responsible agent for collection. The commissioner shall not handle or consign any such account, claim or debt unless he is satisfied that the referring agency has made a diligent effort to collect the debt on its own; that the account or claim is justly, properly and clearly due the state; and that the collection of any such debt would not impose an undue, unjust, unfair or unreasonable hardship or burden upon the health or general welfare of the party owing the debt. In any such case of undue, unjust, unfair or unreasonable hardship or burden, the commissioner may, in his discretion, and with the review and approval of the Attorney General, compromise, settle or dismiss the debt or claim. If he is satisfied that the aforesaid terms of and conditions for collectibility have been met, the commissioner may consign the account, claim or debt to a responsible licensed and bonded debt collection agency or similar other responsible agent for collection. In any such case, the collection agency or other agent shall stand in the place of the state as creditor and shall have the same claims, rights and remedies against the debtor as the state has, and the debtor shall have the same rights, claims, defenses and setoffs against the collection agency or other agent as he has against the state.

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§14-1-18a



West Virginia Code §46a-2-122

WEST VIRGINIA CODE: §46a-2-122

§46A-2-122. Definitions.

For the purposes of this section and sections one hundred twenty-three, one hundred twenty-four, one hundred twenty-five, one hundred twenty-six, one hundred twenty-seven, one hundred twenty-eight, one hundred twenty-nine and one hundred twenty-nine-a of this article, the following terms shall have the following meanings:

- (a) "Consumer" means any natural person obligated or allegedly obligated to pay any debt.
- (b) "Claim" means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or service which is the subject of the transaction is primarily for personal, family or household purposes, whether or not such obligation has been reduced to judgment.
- (c) "Debt collection" means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due by a consumer.
- (d) "Debt collector" means any person or organization engaging directly or indirectly in debt collection. The term includes any person or organization who sells or offers to sell forms which are, or are represented to be, a collection system, device or scheme, and are intended or calculated to be used to collect claims. The term excludes attorneys representing creditors provided the attorneys are licensed in West Virginia or otherwise authorized to practice law in the State of West Virginia and handling claims and collections in their own name as an employee, partner, member, shareholder or owner of a law firm and not operating a collection agency under the management of a person who is not a licensed attorney.



West Virginia Code §46A-2-123

WEST VIRGINIA CODE: §46A-2-123

§46A-2-123. Practice of law by debt collectors.

Unless a licensed attorney in this state, no debt collector shall engage in conduct deemed the practice of law. Without limiting the general application of the foregoing, the following conduct is deemed the practice of law:

- (a) The performance of legal services, furnishing of legal advice or false representation, direct or by implication, that any person is an attorney;
- (b) Any communication with consumers in the name of an attorney or upon stationery or other written matter bearing an attorney's name; and
- (c) Any demand for or payment of money constituting a share of compensation for services performed or to be performed by an attorney in collecting a claim.



West Virginia Code §46A-2-124

WEST VIRGINIA CODE: §46A-2-124

§46A-2-124. Threats or coercion.

No debt collector shall collect or attempt to collect any money alleged to be due and owing by means of any threat, coercion or attempt to coerce. Without limiting the general application of the foregoing, the following conduct is deemed to violate this section:

(a) The use, or express or implicit threat of use, of violence or other criminal means, to cause harm to the person, reputation or property of any person;

(b) The accusation or threat to accuse any person of fraud, any crime, or any conduct which, if true, would tend to disgrace such other person or in any way subject him to ridicule, or any conduct which, if true, would tend to disgrace such other person or in any way subject him to ridicule or contempt of society;

(c) False accusations made to another person, including any credit reporting agency, that a consumer is willfully refusing to pay a just debt, or the threat to so make false accusations;

(d) The threat to sell or assign to another the obligation of the consumer with an attending representation or implication that the result of such sale or assignment would be that the consumer would lose any defense to the claim or would be subjected to harsh, vindictive or abusive collection attempts;

(e) The threat that nonpayment of an alleged claim will result in the:

(1) Arrest of any person; or

(2) Garnishment of any wages of any person or the taking of other action requiring judicial sanction, without informing the consumer that there must be in effect a judicial order permitting such garnishment or such other action before it can be taken; and

(f) The threat to take any action prohibited by this chapter or other law regulating the debt collector's conduct.



WEST VIRGINIA CODE: §46A-2-125

§46A-2-125. Oppression and abuse.

No debt collector shall unreasonably oppress or abuse any person in connection with the collection of or attempt to collect any claim alleged to be due and owing by that person or another. Without limiting the general application of the foregoing, the following conduct is deemed to violate this section:

- (a) The use of profane or obscene language or language that is intended to unreasonably abuse the hearer or reader;
- (b) Engaging any person in telephone conversation without disclosure of the caller's identity and with the intent to annoy, harass or threaten any person at the called number;
- (c) Causing expense to any person in the form of long distance telephone tolls, telegram fees or other charges incurred by a medium of communication, by concealment of the true purpose of the communication; and
- (d) Calling any person more than thirty times per week or engaging any person in telephone conversation more than ten times per week, or at unusual times or at times known to be inconvenient, with intent to annoy, abuse, oppress or threaten any person at the called number. In determining whether a debt collector's conduct violates this section, the debt collector's conduct will be evaluated from the standpoint of a reasonable person. In the absence of knowledge of circumstances to the contrary, a debt collector shall assume that the convenient time for communicating with a consumer is after eight o'clock antemeridian and before nine o'clock postmeridian, local time at the consumer's location.



West Virginia Code §46A-2-126

WEST VIRGINIA CODE: §46A-2-126

§46A-2-126. Unreasonable publication.

No debt collector shall unreasonably publicize information relating to any alleged indebtedness or consumer. For purposes of this section, a debt collector does not unreasonably publicize information relating to any alleged indebtedness by identifying themselves to the debtor by name, identifying the debt collector's employer by name, if expressly requested by the debtor, or by providing a telephone number or other contact information to the debtor. Without limiting the general application of the foregoing, the following conduct is deemed to violate this section:

(a) The communication to any employer or his agent before judgment has been rendered of any information relating to an employee's indebtedness other than through proper legal action, process or proceeding;

(b) The disclosure, publication or communication of information relating to a consumer's indebtedness to any relative or family member of the consumer if such person is not residing with the consumer, except through proper legal action or process or at the express and unsolicited request of the relative or family member;

(c) The disclosure, publication or communication of any information relating to a consumer's indebtedness to any other person other than a credit reporting agency, by publishing or posting any list of consumers, commonly known as "deadbeat lists", except lists to prevent the fraudulent use of credit accounts or credit cards, by advertising for sale any claim to enforce payment thereof, or in any manner other than through proper legal action, process or proceeding; and

(d) The use of any form of communication to the consumer, which ordinarily may be seen by any other persons, that displays or conveys any information about the alleged claim other than the name, address and phone number of the debt collector.

Nothing in this chapter shall prohibit a creditor or debt collector from communicating with any person other than the consumer for the purpose of acquiring or confirming the consumer's location information provided they do so in a manner consistent with the provisions of 15 U. S. C. § 1692b, as the same may be amended from time to time. For purposes of this section, "communication" or "communicating" or any derivation of those terms shall not include the filing of a complaint or other document, pleading or filing with any court.



West Virginia Code §46A-2-127

WEST VIRGINIA CODE: §46A-2-127

§46A-2-127. Fraudulent, deceptive or misleading representations.

No debt collector shall use any fraudulent, deceptive or misleading representation or means to collect or attempt to collect claims or to obtain information concerning consumers. Without limiting the general application of the foregoing, the following conduct is deemed to violate this section:

- (a) The use of any business, company or organization name while engaged in the collection of claims, other than the true name of the debt collector's business, company or organization;
- (b) Any false representation that the debt collector has in his possession information or something of value for the consumer that is made to solicit or discover information about the consumer;
- (c) The failure to clearly disclose the name and full business address of the person to whom the claim has been assigned for collection, or to whom the claim is owed, at the time of making any demand for money;
- (d) Any false representation or implication of the character, extent or amount of a claim against a consumer, or of its status in any legal proceeding;
- (e) Any false representation or false implication that any debt collector is vouched for, bonded by, affiliated with or an instrumentality, agent or official of this state or any agency of the federal, state or local government;
- (f) The use or distribution or sale of any written communication which simulates or is falsely represented to be a document authorized, issued or approved by a court, an official or any other legally constituted or authorized authority, or which creates a false impression about its source, authorization or approval;
- (g) Any representation that an existing obligation of the consumer may be increased by the addition of attorney's fees, investigation fees, service fees or any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation; and
- (h) Any false representation or false impression about the status or true nature of or the services rendered by the debt collector or his business.



West Virginia Code §46A-2-129

WEST VIRGINIA CODE: §46A-2-129

§46A-2-129. Postal violations.

No debt collector shall use, distribute, sell or prepare for use any written communication which violates or fails to conform to United States postal laws and regulations.

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§46A-2-129

Delta Management Associates, Inc.
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Exhibit B
WV Code 6-3-33

Delta understands and adheres to all West Virginia Codes in Exhibit B



Exhibit B

West Virginia Code §56-3-33

WEST VIRGINIA CODE: §56-3-33

§56-3-33. Actions by or against nonresident persons having certain contacts with this state; authorizing Secretary of State to receive process; bond and fees; service of process; definitions; retroactive application.

(a) The engaging by a nonresident, or by his or her duly authorized agent, in any one or more of the acts specified in subdivisions (1) through (7) of this subsection shall be deemed equivalent to an appointment by such nonresident of the Secretary of State, or his or her successor in office, to be his or her true and lawful attorney upon whom may be served all lawful process in any action or proceeding against him or her, in any circuit court in this state, including an action or proceeding brought by a nonresident plaintiff or plaintiffs, for a cause of action arising from or growing out of such act or acts, and the engaging in such act or acts shall be a signification of such nonresident's agreement that any such process against him or her, which is served in the manner hereinafter provided, shall be of the same legal force and validity as though such nonresident were personally served with a summons and complaint within this state:

(1) Transacting any business in this state;

(2) Contracting to supply services or things in this state;

(3) Causing tortious injury by an act or omission in this state;

(4) Causing tortious injury in this state by an act or omission outside this state if he or she regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this state;

(5) Causing injury in this state to any person by breach of warranty expressly or impliedly made in the sale of goods outside this state when he or she might reasonably have expected such person to use, consume or be affected by the goods in this state: Provided, That he or she also regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this state;

(6) Having an interest in, using or possessing real property in this state; or

(7) Contracting to insure any person, property or risk located within this state at the time of contracting.

(b) When jurisdiction over a nonresident is based solely upon the provisions of this section, only a cause of action arising from or growing out of one or more of the acts specified in subdivisions (1) through (7), subsection (a) of this section may be asserted against him or her.

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§56-3-33



(c) Service shall be made by leaving the original and two copies of both the summons and the complaint, and the fee required by section two, article one, chapter fifty-nine of this code with the Secretary of State, or in his or her office, and such service shall be sufficient upon such nonresident: Provided, That notice of such service and a copy of the summons and complaint shall forthwith be sent by registered or certified mail, return receipt requested, by a means which may include electronic issuance and acceptance of electronic return receipts, by the Secretary of State to the defendant at his or her nonresident address and the defendant's return receipt signed by himself or herself or his or her duly authorized agent or the registered or certified mail so sent by the Secretary of State which is refused by the addressee and which registered or certified mail is returned to the Secretary of State, or to his or her office, showing thereon the stamp of the post-office department that delivery has been refused. After receiving verification from the United States Postal Service that acceptance of process, notice or demand has been signed, the Secretary of State shall notify the clerk's office of the court from which the process, notice or demand was issued by a means which may include electronic notification. If the process, notice or demand was refused or undeliverable by the United States Postal Service the Secretary of State shall create a preservation duplicate from which a reproduction of the stored record may be retrieved which truly and accurately depicts the image of the original record. The Secretary of State may destroy or otherwise dispose of the original returned or undeliverable mail. Written notice of the action by the Secretary of State must then be provided by certified mail, return receipt requested, facsimile, or by electronic mail, to the clerk's office of the court from which the process, notice or demand was issued. If any defendant served with summons and complaint fails to appear and defend within thirty days of service, judgment by default may be rendered against him or her at any time thereafter. The court may order such continuances as may be reasonable to afford the defendant opportunity to defend the action or proceeding.

(d) The fee remitted to the Secretary of State at the time of service shall be taxed in the costs of the action or proceeding. The Secretary of State shall keep a record in his or her office of all such process and the day and hour of service thereof.

(e) The following words and phrases, when used in this section, shall for the purpose of this section and unless a different intent be apparent from the context, have the following meanings:

(1) "Duly authorized agent" means and includes among others a person who, at the direction of or with the knowledge or acquiescence of a nonresident, engages in such act or acts and includes among others a member of the family of such nonresident or a person who, at the residence, place of business or post office of such nonresident, usually receives and receipts for mail addressed to such nonresident.

(2) "Nonresident" means any person, other than voluntary unincorporated associations, who is not a resident of this state or a resident who has moved from this state subsequent to engaging in such act or acts, and among others includes a nonresident firm, partnership or corporation or a firm, partnership or corporation which has moved from this state



subsequent to any of said such act or acts.

(3) "Nonresident plaintiff or plaintiffs" means a nonresident of this state who institutes an action or proceeding in a circuit court in this state having jurisdiction against a nonresident of this state pursuant to the provisions of this section.

(f) The provision for service of process herein is cumulative and nothing herein contained shall be construed as a bar to the plaintiff in any action or proceeding from having process in such action served in any other mode or manner provided by the law of this state or by the law of the place in which the service is made for service in that place in an action in any of its courts of general jurisdiction.

(g) This section shall not be retroactive and the provisions hereof shall not be available to a plaintiff in a cause of action arising from or growing out of any of said acts occurring prior to the effective date of this section.

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Exhibit C
Pricing Page

Exhibit C - Pricing Page

DEBT19

CRFQ 0212 SWC1900000006

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	15.00%
2. Worker's Compensation	Default Account	10.00%
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	12.00%
5. Division of Environmental Protection	Per Debt	10.00%
6. Other Spending Units	Per Debt	10.00%
7. Rate of Second Placement	Per Debt	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: Delta Management Associates, Inc.

Bidder Name (Print): Delta Management Associates, Inc.

Contact Name (Print): Christopher A. Riordan - President

Phone: 617-884-9444

Fax:
E-mail: chris@delta-mgt.com

Bidder Signature:


Delta Management Associates, Inc.
CRFQ 0212 SWC1900000006 Debt Collection Services

Exhibit D
WV HIPPA Business Associate Addendum



Exhibit_D

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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



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

2. Permitted Uses and Disclosures.

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



3. Obligations of Associate.

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



f. Support of Individual Rights.

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



- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI received from or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI, or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agency1.htm and,



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

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

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

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

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

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

4. Addendum Administration.

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



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

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

5. General Provisions/Ownership of PHI.

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



AGREED:

Name of Agency: Delta Management Associates, Inc.

Name of Associate: Christopher A. Riordan

Signature:

Signature: _____

Title: President

Title: _____

Date: 11/13/2018

Date: _____

Form - 15/BA-012004
Amended 08 26 2010

APPROVED AS TO FORM THIS 21/12
DAY OF Jan 20 19

Patrick Morrissey
Attorney General
BY _____



Appendix A

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

Name of Associate: _____

Name of Agency: _____

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

All possible Personal Health Information.

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



West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Delta Management Address: 100 Everett Ave Suite 6
Chelsea, MA 02150

Name of Authorized Agent: Christopher A. Riordan Address: 100 Everett Ave Suite 6 Chelsea,

Contract Number: _____ Contract Description: Debt Collection

Governmental agency awarding contract: The 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.

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: Date Signed: 11/13/2018

Notary Verification

State of _____, County of _____

I, _____, 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 _____ day of _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

Delta Management Associates, Inc.
CRFQ 0212 SWC1900000006 Debt Collection Services

Attachment B
State of West Virginia Purchasing Division
Purchasing Affidavit



STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), 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: Delta Management Associates, Inc.

Authorized Signature: [Signature] Date: 11/13/2018

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

Delta Management Associates, Inc.
CRFQ 0212 SWC1900000006 Debt Collection Services

Attachment C


Delta Management Associates, Inc. W9

Delta Management Associates, Inc.
CRFQ 0212 SWC1900000006 Debt Collection Services

Attachment D
General Terms and Conditions
Designated Contact



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.

 President

 (Name, Title)
 Christopher A. Riordan President

 (Printed Name and Title)
 100 Everett Ave Suite 6 Chelsea, MA 02150


 (Address)
 617-884-9444

 (Phone Number) / (Fax Number)
 chris@delta-mgt.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.

Delta Management Associates, Inc.

 (Company)
 President

 (Authorized Signature) / (Representative Name, Title)
 Christopher A. Riordan - President

 (Printed Name and Title of Authorized Representative)
 11/13/2018

 (Date)
 617-884-9444

 (Phone Number) / (Fax Number)

Revised 06/08/2018

Delta Management Associates, Inc.
CRFQ 0212 SWC1900000006 Debt Collection Services

Attachment E
Addendum Acknowledgement Form
Solicitation NO: CRFQ 0212 SWC1900000006



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC1900000006

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Delta Management Associates, Inc.

Company

Authorized Signature

11/13/2018

Date

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