



CONTRACT RENEWAL

#5356-24-KF

Date: December 21, 2023
Firm: Ray Klein Inc., DBA Professional Credit
Description: 1st Year Contract Renewal for Debt Collection Services

Congratulations, Professional Credit has been awarded the 1st year (of three) renewal options for contract #5356-24-KF, **Debt Collection Services**.

The Professional Credit shall provide to the City of Grand Junction the services outlined in the Contract Documents dated January 10, 2023, for Solicitation RFP-5135-22-SH, Debt Collection Services, as per the original contract documents. This renewal shall cover services for the **2024** calendar year.

Please provide the current ACORD Insurance Certificate to the Purchasing Division.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F789E7D50F14BC...
Duane Hoff, Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Professional Credit
By: *Ginger Patmore*
Name: Ginger Patmore
Title: Chief Financial officer
Email: gpatmore@professionalcredit.com
Date: 12/21/2023

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Christensen Group		NAMED INSURED Professional Credit Holdings Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

- F) Excess Cyber Liability - 6/30/23-6/30/24 - Policy #C-4LPY-043447-CEPSME-2023 - Limit: \$3,000,000
 - G) Excess Cyber Liability - 6/30/23-6/30/24 - Policy #2-CIA-WA-17E-S0112562-01 - Limit: \$4,000,000
- Insurer G: Accredited Specialty Insurance Company NAIC: 16835

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and

- (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph a. is replaced by the following:

a. Expected Or Intended Injury

Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition **12**. “Mobile Equipment”, paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **2. Exclusions**, subparagraph **e.** is deleted.

b. SECTION V – DEFINITIONS, Definition **14**, “Personal and advertising injury” subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition **14**. “Personal and advertising injury”:

“Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an “employee”, not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

“Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **n.** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) “Your product”;

(2) “Your work”; or

(3) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”.

However, this exception to the exclusion does not apply to “product recall expenses” resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of “your product” which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

- (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
- (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.
- COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:
- (1) Insureds:
- (2) "Covered Recalls" initiated: or
- (3) Number of "your products" withdrawn.
- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITY(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
 COMMERCIAL PROPERTY COVERAGE PART
 BUSINESS AUTO COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
FREEPORT FINANCIAL PARTNERS LLC AS AGENT AND ITS SUCCESSORS AND ASSIGNS	200 S WACKER SUITE 925 CHICAGO, IL 60606	30
FREEPORT FINANCIAL PARTNERS LLC AS AGENT AND ITS SUCCESSORS AND ASSIGNS	200 S WACKER SUITE 925 CHICAGO, IL 60606	10
State on Montana	125 North Roberts Mitchell Building Room 165 PO Box 200135 Helena MT 59620	30
City of Corona	c/o EXIGIS Insurance Compliance Services P.O. Box 947 Murrieta CA 92564	30
City of Anaheim	201 S. Anaheim Blvd., Suite 107, Anaheim CA 92805	30
City of Beverly Hills	455 N. Rexford Dr. Beverly Hills CA 90210	30
City of Burbank	301 E. Olive Ave., Suite 305 Burbank CA 91502	30
City of Costa Mesa	77 Fair Dr, Costa Mesa CA 92626	30
City of Modesto	1010 Tenth Street Suite 5200 Modesto CA 95353	30
City of Newport Beach	100 Civic Center Dr. Newport Beach CA 92660	30
City of Portland	1120 SW 5th Ave., Room 1250 Portland OR 97204	30
City of Savannah, GA	PO Box 31402 Savannah GA 31402	30
City of Tucson	PO Box 27210 Tucson AZ 85726-7210	30

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Victorville	14343 Civic Drive Victorville CA 92392-2399	30
Merced county, CA	2222 M Street Merced CA 95340	30
Solarity Credit Union	110 N 5th Ave Yakima WA 98902	30
City of Glendale	141 North Glendale Ave Glendale CA 91206	30
City of Ontario	303 East B Street Ontario CA 91764-4196	30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WOS FOR
WC POLICYHOLDER EMPLOYEES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. **WZX-H639116-00**

Endorsement No.

Insurance Company **THE HANOVER AMERICAN INSURANCE COMPANY**

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

CO, ID, OR

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICY HOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____



Purchasing Division

AMENDMENT NO. 1

Debt Collection Services RFP-5135-22-SH

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is made and entered into as of **10th day of January 2023** by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, organized under the laws of the (“Covered Entity”) and **Ray Klein Inc. dba Professional Credit**, a firm organized under the laws of (“Business Associate”), in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties.”

BACKGROUND

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and

VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA, and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - A. **"Affiliate"** means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - B. **"Breach"** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - C. **"Breach Notification Rule"** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - D. **"Data Aggregation"** means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - E. **"Designated Record Set"** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.
 - F. **"De-Identify"** means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
 - G. **"Electronic PHI"** means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
 - H. **"Health Care Operations"** has the meaning given to that term in 45 CFR §164.501.
 - I. **"HHS"** means the U.S. Department of Health and Human Services.
 - J. **"HITECH Act"** means the Health Information Technology for Economic and

Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

- K. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- L. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- M. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- N. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- P. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

- A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

- C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.
- D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
- E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- 3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.
- 4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware, and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- 5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than thirty calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
- 6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- 7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business

Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals.**

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. **Amendment of PHI.**

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within ten business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's

right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

- A.** Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- B.** Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
- C.** In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

- A.** Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B.** Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C.** Notify Business Associate of any restriction to the use or disclosure of PHI that

Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. Term and Termination.

- A. This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
- B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
- C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.
- D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. Effect of BAA.

- A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.
- B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:

City of Grand Junction
Attn: Finance, Brandon Hinze
250 N 5th St
Grand Junction, CO 81501
T: 970-256-4046
E: brandonhin@gjcity.org

B. If to Business Associate, to:

Professional Credit
Attn: Compliance, Wade Isbell
400 International Way
Springfield, OR 97477
T: 541-335-2159
E: wisbell@professionalcredit.com

19. Amendments and Waiver. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. HITECH Act Compliance. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with

respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30days' prior written notice to the other Party.

[The remainder of this page intentionally left blank; signatures on the following page]

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

The original contract for the project noted above is amended as noted.

All other conditions of subject remain the same.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

9F789E7D50F14BC...

Duane Hoff Jr., Contract Administrator

PROFESSIONAL CREDIT

DocuSigned by:

Ginger Patmore

059E1712D6E7444...

Ginger Patmore, Chief Financial Officer



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **10th day of January, 2023** by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Ray Klein Inc., dba Professional Credit**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Debt Collection Services RFP-5135-22-SH**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- This Contract document
- Solicitation Documents, including all Addenda; **Debt Collection Services RFP-5135-22-SH**
- Contractor's submitted response
- Work Change Requests (directing that changed work be performed);
- Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the rates stated in the Contractor's submitted response. The Contractor shall be paid in accordance with the work done based on each individual project, job or unforeseen event. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

The Contractor shall be paid an 18% collection fee for all placements, whether primary or secondary. Professional Credit only earns a fee when the debtor makes a payment.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision



**Request for Proposal
RFP-5135-22-SH
Debt Collection Services**

RESPONSES DUE:

December 13, 2022 prior to 2:30 P.M.

Accepting Electronic Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)
www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING REPRESENTATIVE:

Susan Hyatt, Senior Buyer

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

Issuing Office: Issuing Office: This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the City Finance Department.

- 1.1 All contact regarding this RFP is directed to:

RFP QUESTIONS:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

The City would like to remind all Firms, Sub-Firms, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement and may result in disqualification.

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional firms or agencies to provide Debt Collection Services.
- 1.3 **The Owner:** The Owner is the City of Grand Junction, Colorado, and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 **Submission:** Each proposal shall be submitted online in electronic format only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to

process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Please join the virtual opening for Debt Collection Services for RFP-5135-22-SH on November 15, 2022 at 2:30 P.M.

Please join my meeting from your computer, tablet or smartphone.

(Xxxxx – this section to be completed after bid opening is scheduled and details have been received from GoTo. – xxxxx)

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado and on the City’s website at www.gjcity.org/501/Purchasing/Bids . Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly

identified with the words “**Confidential Disclosure**” and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened virtually at the time and date noted on the Cover Page. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by

Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

- 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw

nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3.** "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

2.44. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of:**

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. Background: The City of Grand Junction, established in 1885, is a home rule municipal corporation located in Mesa County, Colorado on the western slope of the Rocky Mountains, midway between Denver, Colorado and Salt Lake City, Utah. The policies of the City are established through ordinance and resolution by a seven person elected council. The City Council appoints a City Manager who functions as the chief executive officer of the City. Grand Junction serves Western Colorado and Eastern Utah as a regional hub for commercial and retail business, higher education, medical services, and recreational opportunities. It is the County Seat and is the largest city on the western slope with a population of approximately 62,000 within city limits and 153,000 county-wide. The city has approximately 700 Full Time Equivalent (FTE) positions.

More detailed information on the government and its finances can be found in prior years' Annual Comprehensive Financial Reports (ACFR). Electronic copies of the financial reports for prior fiscal years can be found on the City's website at [Annual Comprehensive Financial Report | Grand Junction, CO \(gjcity.org\)](https://www.gjcity.org/Annual-Comprehensive-Financial-Report).

4.2. Term of Contract: The initial contract period shall be twelve (12) months beginning January 1, 2023, expiring December 31, 2023. The awarded Firm and the City agree that this subsequent contract may, upon mutual agreement of the Firm and the City, be extended under the terms and conditions of the contract for up to three (3) additional one (1) year contract periods, contingent upon appropriation by City Council and satisfaction of both parties.

4.3. Scope of Work: The City of Grand Junction is soliciting a qualified Firm or Agency with debt collection experience with municipalities.

4.3.1. City will provide electronic files to the awarded Agency listing those patients/responsible parties/customers that are delinquent in payment of invoices, including Ambulance fees or other City provided services or products. The information provided may include, but is not limited to, the following:

4.3.1.1. Contact name; personal identifiers; driver's license; last known address; amount of fee; amount paid (if any); and amount due.

4.3.1.2. City will provide current file layouts.

4.3.1.3. Firm shall be responsible for ensuring compatibility of City's data files and transmittal medium to the Firm's computer system(s). The Firm shall bear all costs, if necessary, for data conversion to make the City's data compatible with Firms' system(s), and any incidental costs related to the data transfer.

4.3.1.4. Electronic files from City will be provide via secure email or dropbox as confidential personal information is included.

4.3.1.5. EMS (Emergency Medical Services) files are provided by Wittman with uncollectable ambulance accounts. Accounts Receivable files can be sent in report form or via Excel spreadsheet.

4.3.1.6. The volume of invoices sent for collection are currently estimated as:

- Ambulance Billing: 100-250 invoices per month totaling \$70,000-\$100,000.
- Accounts Receivable: 25-100 invoices per year totaling \$5,000-\$50,000.

4.3.2. The awarded Firm shall agree to the following:

4.3.2.1. Submit written scripts for telephone contacts and written communications for City to review when requested.

4.3.2.2. Guarantee every patient/responsible party will be dealt with in a professional and courteous manner.

4.3.2.3. Guarantee that at least (1) designated customer service representative will be assigned to the City and will be available to respond to day-to-day issues.

4.3.3. All information supplied by City to the Firm shall be kept confidential and not disclosed to parties other than the Agency's employees, on a need-to-know basis only, for the purpose of purposes of performing the contracted services, and to the patient/responsible party. Agency shall not disclose social security number (SSN), driver's license number, or any other information deemed confidential to anyone other than the patient/responsible party.

4.3.4. Agency shall be responsible for conducting criminal background checks and verifying employment eligibility on all custodial employees that will have access to City property and confidential information, in accordance with state and federal laws. Agency shall not be listed on the OIG (Office of Inspector General) Medicare Exclusion List.

4.3.5. Firms shall provide collection services for delinquent accounts provided by the City for processing.

4.3.6. Agency shall provide consistent reporting regarding status of accounts turned over for collection.

4.3.7. Firm shall respond to status requests at any time the City find it necessary.

4.3.8. In the event a Firm or Agency determines an account(s) to be uncollectible, it shall be the Firm's responsibility to forward the applicable information to the City in anticipation of initiating a collections action and/or to obtain a judgement(s) by methods/processes approved by the City.

4.3.8.1. Applicable information includes account name, address, collection amount and any notes or other information.

4.4 RFP Tentative Time Schedule:

- Request for Proposal available on or about November 14, 2022
- Inquiry deadline, no questions after this date December 1, 2022
- Addendum posted, if needed December 6, 2022
- Submittal deadline for proposals December 13, 2022
- Owner evaluation of proposals December 14-16, 2022
- Final selection week of December 19, 2022
- Contract execution: late December, 2022
- Work begins no later than January 1, 2023

4.5 All Questions Regarding this RFP:

Susan Hyatt., Senior Buyer

susanh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide statement of qualifications indicating the firm’s qualifications, experience with similar work, technical expertise, capability to perform the work, familiarity with the project area, and resumes.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, etc.
- E. Fee Proposal:** Provide the signed Solicitation Response Form found in Section 7.0, accompanied by a complete list of costs breakdown including direct and indirect costs and all out of pocket expenses.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation committee shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Proposal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

<p>The following collective criteria shall be worth 90%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (10) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives (30) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience (30) (Firm's proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (20) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

<p>The following criteria shall be worth 10%</p> <ul style="list-style-type: none"> * Fees (10)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s). References of the short-listed firms will be assessed during the final phase of the evaluation process.

- 6.3 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews. Video conferencing will be considered.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm or Agency.

**SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5135-22-SH Debt Collection Services**

Offeror must submit entire Form completed, dated and signed.

- 1. Firms shall provide a clear and concise list of fees and pricing structure.**
- 2. Include detailed information regarding your Firm’s billing procedures.**

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. **State number of Addenda received:** _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 1

DATE: December 5, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Debit Collection Services RFP-5135-22-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

Clarification: Section 4.3.1.6 has been revised to include information regarding Municipal Court details. Therefore, Section 4.3.1.6 will now read:

4.6.1.6 The volume of invoices sent for collection are currently estimated as:

- **Ambulance Billing: 100-250 invoices per month totaling \$70,000-\$100,000.**
- **Accounts Receivable: 25-100 invoices per year totaling \$5,000-\$50,000.**
- **Municipal Court: 63 invoices per quarter totaling \$10,069.**

Question 1. Please reconfirm the due date for this procurement by providing it in response to answers to questions. Section 1.6 of the RFP document indicates that the bid opening date is November 15th. Can you please clarify this?

Answer: The due date is December 13, 2022 prior to 2:30 PM. Section 1.6 is incorrect and should read:

Please join the virtual opening for Debt Collection Services for RFP-5135-22-SH on December 13, 2022 at 2:30 P.M.

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/854332661>

You can also dial in using your phone.

Access Code:

854-332-661

United States:

+1 (408) 650-3123

Join from a video-conferencing room or system.

Meeting ID:

854-332-661

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

854332661@67.217.95.2 or 67.217.95.2##854332661

Question 2. Why has this bid been released at this time?

Answer: It has been determined the City of Grand Junction needs to solicit competition for these services.

Question 3. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

Answer: Please see Section 7 of the RFP document.

Question 4. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

Answer: The incumbent provider has performed quite satisfactorily.

Question 5. Has the current contract gone full term?

Answer: Yes.

Question 6. Have all options to extend the current contract been exercised?

Answer: This question does not apply to this particular solicitation.

Question 7. Who is the incumbent, and how long has the incumbent been providing the requested services?

Answer: The incumbent provider is Aspen National Collections and has been providing service since 2007.

Question 8. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

Answer: None.

Question 9. How are fees currently being billed by any incumbent(s), by category, and at what rates?

Answer: This information is not relevant to the solicitation. The City is interested in knowing how your firm's fees will be billed and at what rates.

Question 10. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

Answer: Dollars paid varies based on the need for these services. This information is not relevant to the solicitation. The City is interested in knowing how your firm's fees will be billed and at what rates.

Question 11. To how many vendors are you seeking to award a contract?

Answer: One.

Question 12. To what extent are these accounts owed by private consumers versus commercial businesses

Answer: This information is not available.

Question 13. Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?

Answer: This information is addressed in Section 4 of the RFP document for Ambulance and Accounts Receivable. Municipal Court may have some backlog, so yes, please provide proposed fees for secondary placements.

Question 14. What collection attempts are performed or will be performed internally prior to placement?

Answer: This information is addressed in Section 4 of the RFP document. More detail is also provided in Question 42.

Question 15. Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?

Answer: This information is addressed in Section 4 of the RFP document.

Question 16. What is the total dollar value of accounts available for placement now by category, including any backlog?

Answer: This information is addressed in Section 4 of the RFP document and in the Clarification found at the beginning of this Addendum. Only backlog for Municipal Court is available at this time; that backlog is 1949 accounts totaling approximately \$126,854.

Question 17. What is the total number of accounts available for placement now by category, including any backlog?

Answer: This information is addressed in Section 4 of the RFP document and at the beginning of this Addendum document.

Question 18. What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?

Answer: This information is not available.

Question 19. What billing servicer do you utilize?

Answer: The City of Grand Junction Finance Department provides billing services for everything that is not ambulance related. Wittman Enterprise, LLC provides billing services for all ambulance transport services.

Question 20. Have all cases been fully adjudicated by the time of placement?

Answer: This information is addressed in Section 4 of the RFP document.

Question 21. If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

Answer: There is some backlog that could perhaps be moved to the awarded contractor for collection.

Question 22. What is your case management/accounting software system of record?

Answer: The City currently utilizes New World ERP.

Question 23. Who is your electronic payment/credit card processing vendor?

Answer: There are multiple providers of this service to the City, but this question is not relevant as we are asking for your agency to provide a recommendation for consideration.

Question 24. What process should a vendor follow, or which individual(s) should a vendor contact, to discuss budget-neutral services outside of the scope of this procurement, but related to it, designed to recover more debt prior to outside placement and lower collection costs?

Answer: The purpose of this RFP is for your agency to present what you recommend for the City of Grand Junction's consideration.

Question 25. How do your current processes and/or vendor relationship(s) systematically determine if the death of a responsible party has occurred?

Answer: The purpose of this RFP is for your agency to present what you recommend for the City of Grand Junction's consideration.

Question 26. How do your current processes and/or vendor relationship(s) handle the death of a responsible party?

Answer: The purpose of this RFP is for your agency to present what you recommend for the City of Grand Junction's consideration.

Question 27. Do you have a designated process or policies around deceased accounts today, and what is envisioned in the future?

Answer: The purpose of this RFP is for your agency to present what you recommend for the City of Grand Junction's consideration.

Question 28. Do you currently search and file probated estate claims? Have you considered an automated tool to identify and file probated estate claims?

Answer: No.

Question 29. Can you please indicate what inbound and outbound contact methods, beyond phone calls or letters (such as email and text), would be permitted by the scope of work?

Answer: The purpose of this RFP is for your agency to present what you recommend for the City of Grand Junction's consideration.

Question 30. We are interested in bidding the Debt Collections RFP, can you please forward the pre-bid virtual opening of the RFP?

Answer: There is no pre-bid meeting for this solicitation.

Question 31. How many accounts does the city have to turn over?

Answer: This information is found in Section 4 of the RFP document and in the Clarification found at the beginning of this Addendum.

Question 32. How many accounts, in a normal year typically go delinquent?

Answer: This information is found in Section 4 of the RFP document and in the Clarification found at the beginning of this Addendum.

Question 33. What is the total dollar amount that is currently delinquent?

Answer: This information is found in Section 4 of the RFP document and in the Clarification found at the beginning of this Addendum.

Question 34. What is the average balance of the accounts?

Answer: This information is found in Section 4 of the RFP document and in the Clarification found at the beginning of this Addendum.

Question 35. What is the average age of the delinquent accounts?

Answer: Delinquent accounts are generally sent to collection after 150 days for non-ambulance payments. This information is not readily available for ambulance payments.

Question 36. What has been the historical liquidation of these delinquent accounts?

Answer: This information is not available currently.

Question 37. Who is the current vendor?

Answer: Please see Question 7.

Question 38. What is the current fees charged by the current vendor?

Answer: This information is not relevant to the solicitation. The City is interested in knowing how your firm's fees will be billed and at what rates.

Question 39. What type of delinquent Accounts Receivable invoices are to be referred?

Answer: This information is found in Section 4 of the RFP document.

Question 40. What is the average age of account per type?

Answer: This information is not available at this time.

Question 41. Is there currently a backlog of accounts ready for referral now? If yes, please provide the volume (number of accounts and total dollars) as well as the age of this backlog volume.

Answer: Please see Question 16.

Question 42. What collection attempts are performed or will be performed internally prior to placement?

Answer: At 30 days past due, the statement is stamped "Past Due Please Pay". At 60 days past due, the statement is stamped "Past Due Please Pay to Avoid Collection Action". At 90 days past due, statement is stamped "Past Due Please Pay to Avoid Collection Action" as well as notice to the originating department so they can call or follow up with customer. (Ex: Bulk water account is turned off to stop further use.) At 120 days a Final Notice Letter is sent with 30 days to pay or will be sent to collection.

Question 43. Does the City currently utilize a revenue offset or recapture program? If so, would the firm/agency retain commission on these accounts? Please provide the number of accounts and the dollar value of accounts that are collected through an offset program annually for 2020 and 2021. If you utilize one.

Answer: The City does utilize a revenue offset/recapture program but this is not involved with commissions to the debt collection agency and is therefore not relevant to this particular solicitation.

Question 44. If insurance to be billed is located by the firm/agency, does the firm/agency receive commission on the insurance payment?

Answer: The purpose of this RFP is for your agency to present what you recommend for the City of Grand Junction's consideration.

Question 45. Does the City wish to receive separate reports for Ambulance and Accounts Receivable invoices?

Answer: Yes. The City would like to see separate reports for the Accounting Division, Ambulance and Municipal Court.

Question 46. To how many firms/agencies does the County intend on selecting/awarding?

Answer: This solicitation is for the City of Grand Junction, not the County. The award will go to one firm or agency.

Question 47. To what extent will the location of the firm have in bearing on any award?

Answer: None. The City does not have a location preference.

Question 48. Who is the current firm/agency?

Answer: Please see Question 7.

Question 49. What is the incumbent(s) fee/pricing structure for full completion of the requirements stated in this RFP?

Answer: The purpose of this RFP is for your agency to present what you recommend for the City of Grand Junction's consideration.

Question 50. What is the current liquidation rate of accounts for EMS billing and Mail Return accounts?

Answer: This information is found in Section 4 of the RFP document.

Question 51. What is the annual fee paid to the incumbent in 2020? In 2021?

Answer: This information is not relevant to the solicitation. The City is interested in knowing how your firm's fees will be billed and at what rates.

Question 52. What is the level of satisfaction with the current firm/agency?

Answer: Please see Question 4. The City is quite satisfied with the incumbent provider .

Question 53. Has the current contract gone full term and have all options to extend the current contract been exercised?

Answer: Yes.

Question 54. How long has the incumbent(s) been providing the requested services?

Answer: Please see Question 7.

Question 55. Will accounts held by any incumbent(s) be moved to the new firm/agency as a one-time placement at contract start up? If so, please specify the age, number of accounts, and total dollar amount of the accounts.

Answer: Please see Question 21.

Question 56. Will credit reporting be allowed on accounts placed for collection?

Answer: This is an interesting concept and worth exploring. Please provide full disclosure in your Proposal how your firm will use this tactic and any associated fees and/or negotiable terms.

Question 57. What is the success rate for each of the referring departments over the past 3 years?

Answer: The success rate is acceptable.

Question 58. Are the current fees paid being added to the balance assigned or is it take from the original amount due?

Answer: The City is interested in knowing how your firm will address this issue.

Question 59. Please provide which departments add the fee and which departments are subtracted from the original balance.

Answer: All departments are handled the same.

Question 60. In 4.3.8, the City speaks of obtaining judgement(s). Does the account get removed from your collection agency prior to obtaining the judgement?

Answer: This is a protective clause to help the City maintain the right to seek judgement, but there is no knowledge of it happening in the past. It is likely the City would remove the account from the collection agency if it were to happen.

Question 61. If it is the collection agency's responsibility to obtain judgement(s), how many instances of this occurred from your current vendor in 2019, 2020, and 2021?

Answer: There has been no instance of this happening with the current vendor.

Question 62. Does the City wish for a separate page with our fee proposal because there is no line for a percentage on the Solicitation Response form (Section 7.0)?

Answer: Yes. Please provide a clear and concise list of fees and pricing structure. Include detailed information regarding your firm's billing procedures.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt, Senior Buyer
City of Grand Junction, Colorado

Professional Credit Service

Proposal for:

**Debt Collection Services
RFP-5135-22-SH**

Grand Junction, CO

Presented By:

**Professional Credit Service
professionalcredit.com**



TABLE OF CONTENTS

A. Cover Letter	3
B. Qualifications/Experience/Credentials	4
C. Strategy and Implementation Plan	13
D. References	25
Solicitation Response Form	26
E. Fee Proposal	27
F. Additional Data	28
Sample Reports & Letters	36

“Professional Credit has proven to be a great partner. Their expertise and rapid collection procedures dramatically increased our recovery rate. In some categories we saw a 400% increase in recovery from our previous national collection agency.”
- City of Salem





A. Cover Letter

Dear City of Grand Junction,

The team at Ray Klein Inc., DBA Professional Credit ("Professional Credit") appreciates the opportunity to submit this proposal to the City of Grand Junction, CO, ("the City") in response to your RFP-5135-22-SH for Debt Collection Services. We understand how unpaid accounts are an obstacle hindering the ability to provide valuable support to your community. Because of our extensive experience collecting for municipal clients, we believe we are the right agency to fulfill the scope of work outlined in RFP-5135-22-SH and enter into a contract with the City.

Professional Credit combines cutting-edge technology with a dedication to consumer well-being reflected by our belief that consumers truly want to resolve their financial obligations. We are committed to establishing a partnership based upon mutual trust and quality services with the following advantages:

- We currently collect for over 950 municipal, state, county, healthcare, and business clients, utilizing our 89 years of experience in collecting for government entities.
- Strong and established relationships with similar clients such as the City of Corona, CA, City of Salem, OR, Contra Costa County, CA and City of Idaho Falls, ID.
- Host complementary training in-person and/or webinars on relevant accounts receivable-related topics such as regulatory updates, processes improvement and team building sessions.
- Dedicated Behavioral and Data Science teams that, with the help of speech analytics technology, constantly monitor agent and consumer behaviors for opportunities to improve collection processes and consumer interactions.
- We are 99.99% complaint free—that's only one complaint in 17,000 contacts.
- Bilingual Spanish-speaking staff, Spanish language payment tutorial videos, and real-time translation services with access to 230+ languages are available.
- We emphasize rigorous regulatory and data security compliance, with multiple independent audits and certifications to prove it, including SOC 2 Type II certification, a gold standard in data security, and an A+ rating with the BBB.
- We use 20+ data vendors who have access to countless databases, which better enables us to find consumer information and resolve accounts.
- Integrated with Wittman Enterprises from existing EMS client relationships - making implementation quick and easy.

It is our honor to share the details of Professional Credit's unique methodologies and value with the City. We thank all participating members of the review team for their consideration and look forward to a successful working relationship in the future.

Sincerely,



Authorized Representative

Jeff Johnson
Chief Client Officer
541-335-2207
jeff@professionalcredit.com
400 International Way
Springfield, OR 97477

Principal Contact Person

Corey Ostby
Business Development Officer
360-567-4976
corey@professionalcredit.com
400 International Way
Springfield, OR 97477





B. Qualifications/Experience/Credentials

Professional Credit was founded in 1933. With a strong presence as one of the largest and most-established agencies in the western US, Professional Credit has 89 years of success collecting for the government, healthcare, and utility industries. We have more than 120 employees and our corporate headquarters is located in Springfield, OR where the approximately 90 employees who will be performing the majority of service for EMS are based. Because we are licensed to collect in every state, we do business across the United States but have an emphasis in Western US. Because of today's remote workforce environment, we have staff working remotely but without a physical consumer-facing office in Boise, ID, Bend, OR, Seattle, WA, Upland, CA, Casper, WY and Phoenix, AZ.

We provide collection services to 950 municipal and state government agencies, utilities, and healthcare clients. Of our government experience, nearly all municipal and county contracts include collecting for EMS and miscellaneous A/R billing departments. With Healthcare being our largest served industry, our collectors follow strict guidelines regarding the release of protected consumer information and collectors always follow the Health and Human Service's "minimum necessary" guideline when discussing accounts with the responsible party.

Professional Credit is familiar with the City's EMS billing agency, Wittman. We have many clients similar to the City who also use Wittman for EMS billing and our skilled and experienced data management team is familiar with receiving and sending files from/to Wittman. Our Account Management Team even logs into the Wittman system to help with account resolution.

In addition to our experience with collecting under the strict guidelines Fair Debt Collections Practices Act (FDCPA) and HIPAA, our team understands the importance of having knowledgeable leaders and team members, which includes our VP of Legal Operations, [Juanita Chapa](#), who maintains an ACA International Healthcare Collections Manager Certification and our Chief Compliance Officer, [Wade Isbell](#), who maintains an ACA International Certified Credit and Compliance Officer. In addition, seasoned collectors are required to obtain their ACA International Professional Debt Collections Certificate after one year of employment. Our team is encouraged to take the Healthcare Financial Management Association (HFMA) Certified Revenue Cycle Representative (CRCR) certification after one year of employment so that we can ensure we have the most expert staff handling consumer interactions.

We make it **easier for consumers** through our philosophy that people want to pay their bills, but may need help and guidance. We focus on effective, compliant, and positive engagement by employing behavioral science, data science, and advanced analytics. In addition, we aim to have the most comprehensive and convenient access for consumers to manage their accounts and communicate with us through online and mobile self-service tools, texting, chat, email and our highly-trained service center.

Our internal study of payment methods of 1 million accounts showed that, when comparing digital payment methods to traditional payment methods, the first payment is made 14 days quicker with digital options and accounts are paid in full 42% quicker than with traditional payment methods.

Making it **easier for clients**, Professional Credit offers unique technological advantages by providing convenient access and full transparency to collection activities and account management through the secure Client Tools online portal. Clients can also access recordings or transcripts of any consumer call. In addition, we provide a thorough review of our performance and collaborate with our clients to continuously improve our service.

Combining our emphasis on ethics and evidenced-based practices, Professional Credit is unique in our industry, allowing us to **provide better value** for our clients and their consumers. Professional Credit is a private C corporation led by our executive leadership team including President David White, & Chief Financial Officer Ginger Patmore, Chief Operating Officer Carl Christensen, and Chief Client Officer Jeff Johnson. This team reports to the board of directors, who are not directly involved in day-to-day operations but provide oversight to the organization.

Professional Credit is a leader in the EMS debt collections industry. Below you will see the elements that set us apart including:

- We are one only on four HFMA Peer Reviewed Debt Collection Agencies
- We recover more with fewer complaints. In fact, we are 99.99% complaint free, that's only 1 in every 17,000 contacts.
- We are a leader in technology, as displayed below with our secure, online portal which allows 24/7/365 access to EMS's accounts, including the ability to listen to recorded calls, view collector notes, pull and create custom and standard reports
- Robust Data Management Program allowing for seamless transfer of accounts to Professional Credit
- Our people: We are experts in both the Healthcare and Government field, making us the perfect agency for the City's EMS and miscellaneous AR accounts.

It is our aim to transform the receivables management industry by proactively adapting to rapidly evolving consumer communication preferences and empowering our staff and consumers to effectively collaborate on ways to resolve financial obligations. With cutting-edge industry technology, we study consumer trends and deploy advanced automation and analytics to continually improve collection strategies and internal processes. By employing extensive technological resources, we are able to ensure we are delivering the maximum return for our clients.

Professional Credit understands the unique nuances of collecting EMS and miscellaneous AR accounts. Because of the time it takes to collect on many of these accounts, our ongoing Robust Monitoring Program, which monitors improvements in the responsible party's financial situation, our process ensures accounts get worked for the duration of the time the accounts are placed with us. Professional Credit's Account Receivable Management system enables us to setup various client accounts so the City can monitor recovery on court recovery vs restitution accounts and ensure our processes are meeting your expectations.

Professional Credit adheres to all Federal Fair Debt Collection Practices Act requirements, including the CFPB's recently updated Regulation F. Currently, Professional provides collection services for over 950 municipal, government, utility, and healthcare and financial service organizations across the United States.

Below you will see the resumes of our key staff members who will ensure the expectations of the City are met. In addition to this leadership team, the City will have access to our Client Management team, which is lead by Jane Hardin, VP of Client Management. This team consists of an Account Advocates who are dedicated to resolving any day-to-day questions as well as a dedicated Account Manager, who will ensure the ongoing success of the city's partnership with Professional Credit.



Dave White

President & CEO



Greater Houston, TX area
541.335. 2138
dwhite@professionalcredit.com

PROFESSIONAL EXPERIENCE

As President, I am responsible for leading the organization in our pursuit of positively transforming the accounts receivable industry and execution of our strategic plan in adherence to our Core Values. I ensure the organization has a robust control environment and adheres to legal, accounting, compliance and client trust requirements.

Professional Credit

President & CEO 2022 - Present

Responsible for oversight of Accounting, Trust, IT, Compliance and Human Resource departments.

Strategic Resource Alternatives

CEO 2021 - 2022

- Completed first strategic acquisition within the first two months of employment.
- Provides direct communication to the board of directors on a quarterly basis regarding the future direction of the business.
- Responsible for M&A opportunity development along with due diligence assessments.

Performant Financial Corporation

Senior VP 2017 - 2021

- Provides direct communication to the board of directors on a quarterly basis regarding the future direction of the business.
- Responsible for significant government contracts that are coveted by all outsourcing companies to service.

Convergent Outsourcing, Inc.

Senior VP of Operations 2005 - 2017

- Responsible for 25% of company's revenue generation and 37% of company's profit margin.
- or two years straight, the only executive that qualified for the maximum growth bonus by delivering year over year EBITDA growth of greater than 25%.
- Developed unique late-stage receivable management process responsible for 22 million USD in revenue annually that resulted in the highest profit margin segment of business throughout the organization.

EDUCATION

Bachelor of Science in Business Management, 2004
Dual Focus in Finance & Management Information Systems
Truman State University

Corey Ostby

Business Development Officer

400 International Way
Springfield, OR 97477
360-567-4967
corey@professionalcredit.com



PROFESSIONAL EXPERIENCE

For 27+ years, twelve (12) as a trusted government sales representative at Professional Credit, I have used my extensive insight on the key nature of government, business, and financial accounts to establish and maintain superb client relationships.

Professional Credit

Senior Account Executive 2006 – present

- Earned President's Club Award seven years in a row, along with numerous other awards for attaining new clients, generating revenue, and obtaining referrals.
- Maintain keen knowledge of industry trends, general economic conditions, financial practices, and Professional Credit's broad spectrum of products and services.
- Identify, advance, and close new long-term relationships with government clients.

Dun & Bradstreet

Credit Consultant 1988 – 2006

- Consulted major customers in government and business throughout the western U.S. about integrating credit data in order to maximize client profitability.
- Positioned and sold D&B's value proposition in Risk Management and Sales and Marketing.
- Aided organizations in identifying and mitigating risks to cash flow, acquire and grow revenue with new and existing customers, and reduce risk to their supply base and overall spending.

CERTIFICATIONS, ASSOCIATIONS, & AFFILIATIONS

- Certified Professional Collection Specialist (PCS), ACA International
- Oregon Association for Court Administration (OACA)
- Oregon Bankers Association (OBA)
- Washington Bankers Association (WBA)
- Northwest Credit Union Association (NWCUA)
- Northwest Public Power Association (NWPPA)
- Washington Municipal Clerks Association (WMCA)

EDUCATION

BS in Economics, University of Oregon – 1987

Ginger Patmore, CPA, J.D.

Chief Financial Officer



12204 SE Mill Plain Blvd
Vancouver, WA 98684
360.567.4987
gpatmore@professionalcredit.com

PROFESSIONAL EXPERIENCE

In my role as Chief Financial Officer, I utilize my 20+ years of experience as a CPA and my formal education to ensure the organization has a robust control environment and adheres to legal, accounting, compliance and client trust requirements.

Professional Credit

Chief Financial Officer 2017 – present

Reported to CEO. Responsible for oversight of Accounting, Trust, IT, Compliance and Human Resource departments.

- Implementations of proprietary, in-house software (ARTrail), Paycom, Sage Intacct, Concur and Office 365.
- Development of internal audit procedures and process changes, leading to increased revenue opportunities and SLA improvements of 80%, while reducing staff 40%.
- Implemented exit strategy for founder/owner.
- Implemented growth and exit strategies for Private Equity owners.

CORWIL Technology Corporation

Vice President of Finance 2013 – 2017

Reports directly to President. Manages Finance, Accounting and HR departments.

- Implementations of ADP Workforcenow (payroll SaaS), 401(k) conversion, Concur (expense reporting SaaS)
- Restructure of chart of accounts in ERP system to enable enhanced operational reporting and performance metrics.

EDUCATION, LICENSURES & PROFESSIONAL AFFILIATIONS

JD, Arizona State University – 2002

- Arizona State University - Juris Doctorate in 2002
- Arizona State University - B.S in Accountancy in 1997
- Washington Board of Accountancy (CPA), Licensed August 2010 - current
- Oregon Board of Accountancy (CPA), Licensed March 2003-2012
- Oregon State Bar, Licensed April 2003-December 2012
- Arizona Board of Accountancy (CPA), Licensed October 2000-2003

Jeffrey (Jeff) Johnson

Chief Client Officer

12204 SE Mill Plain Blvd
Vancouver, WA 98684
541.335.2207
jeff@professionalcredit.com



PROFESSIONAL EXPERIENCE

I have 20 years of experience in the collection industry, and I use my knowledge of the industry to foster quality relationships with Professional Credit's clients.

Professional Credit

Chief Client Officer 2006 – present

- Solicit constant feedback from customers and clients to bolster proper communication.
- Responsible for all of Professional Credit's customer service and client relationships.
- Set and define corporate goals for the sales team.
- Hire, train, and maintain sales team members.

Columbia Ultimate, Inc.

Senior Sales and Client Relations Manager 1997 – 2006

- Established and managed key client relationships.
- Worked collaboratively with CEOs, IT Directors, CFOs, and Legal Councils

Covey Leadership Center/Franklin Covey

Regional Sales Director/Sales Coordinator of International Division 1993 – 1997

- Designed and maintained the database used to store all of the lead information.
- Responsible for all International lead follow-up and sales responsibilities.
- Called and sold related programs specifically to countries in the Middle East.

CERTIFICATIONS & AFFILIATIONS

- Certified 7-Habits Trainer
- Healthcare Financial Management Association (HFMA) – OR, WA, AK, CO, ID Chapters
- American Association of Healthcare Administrative Management (AAHAM) – OR, WA, ID, and UT Chapters)
- Medical Group Management Association (MGMA) – Member

EDUCATION

- BS in Business Management, University of Phoenix
- BA in Business and Human Resources Management, Brigham Young University

Carl Christensen

Chief Operating Officer



400 International Way, Ste 100
Springfield, OR 97477
541.335.2137
cchristensen@professionalcredit.com

PROFESSIONAL EXPERIENCE

I am a passionate management professional with over 15 years of experience in the collections industry. I am skilled at managing top talent to better than expected results in the areas of performance, compliance and retention.

Professional Credit

Chief Operating Officer 2022– present

Vice President of Collections 2017-2021

- Build and maintain highly effective team of approximately 70 collectors.
- Develop leaders and inspire employees, improving retention and productivity.

JC Christensen and Associates/Array Services Group

Collection Manager 2004 – 2016

- Managed financial services and medical departments to quality performance for over a decade.
- Managed primary, secondary, and late-stage collection portfolios for Cabela's, Kohl's, Centracare Health Systems, and several other similar clients.
- Leveraged data to drive business practices.

Central Portfolio Control

Collection Specialist

- Managed collection portfolio for a number of large financial services clients.

AllianceOne

Collection Specialist

- Managed debt portfolios for USAA, GMAC, Wells Fargo, and Chase Bank.

CERTIFICATIONS & AWARDS

- Winner of the 2014 ACA International Kurt Swersky Award for leadership
- Recipient of the 2011 ACA International Warren Siem Award for Best Creative Idea

EDUCATION

- Studied Management at the University of Minnesota and St. Johns University.
- Completed the Dale Carnegie Management Course.

Ralph Hall

Vice President of Data Management



12204 SE Mill Plain Blvd
Vancouver, WA 98684
360.567.4981
rhall@professionalcredit.com

PROFESSIONAL EXPERIENCE

As the VP of Data Management, I am responsible for guiding every step of the Implementation process with regard to data interface. I also oversee each client's file transfer to and from Professional throughout the client's relationship with our company. I have over 15 years of experience working with collection software and implementing EDI transfers and services for large-scale clients. I will work closely with you to ensure that Professional Credit fully meets all your needs during the on-boarding experience.

Professional Credit

Vice President of Data Management 2017 – present

- Collaborate with healthcare systems to create a transition strategy tailored to meet their needs.
- Responsible for on-boarding new clients, including implementation and EDI file transfers.
- Oversee the data management team that is responsible for seamless file transfer between Professional and your health system.

Columbia Sportswear

Senior Business Analyst, Global IS 2016 – 2017

- Analyzed reported issues and change requests for possible causes and solutions.
- Created and executed test scripts as well as internal processes and documentation.

CarePayment

Senior Implementation Consultant 2014 – 2016

- Consulted with clients to complete file mapping and provide program training.
- Conduct business analysis to prepare for program implementation.

Columbia Ultimate

Senior Implementation Consultant 2004 – 2014

- Provided business analysis, system training, implementation support, and consulting for large-scale clients with similar needs.
- Consulted with executives, mid-level managers, supervisors, and front-line staff to identify and document business requirements.

CERTIFICATIONS

- Certified in Cadence Project Management methodology

Jane Hardin

Vice President of Client Management

12204 SE Mill Plain Blvd
Vancouver, WA 98684
360.567.4977
jane@professionalcredit.com



PROFESSIONAL EXPERIENCE

With 30+ years of experience providing unparalleled client services in the credit and finance industry, and seven working government accounts, I am uniquely qualified to be a valuable resource in addressing clients' issues and concerns.

Professional Credit

Vice President of Management 2008 – present

- Collaborate with current clients to provide excellent customer service.
- Manage client relationships and ensure Professional Credit maintains client work standards.
- Contribute to the continued success of the region's sales team in achieving sales goals and profitability for the organization.

TransUnion

Account Executive 1993 – 2007

- Maintained current key client relationships and established new ones and promoted. TransUnion's customer information services in the state of Oregon and Southwest Washington.
- Provided education and training seminars on customer credit reporting and regulatory responsibilities for both customers and clients.

Chase Manhattan (now J.P. Morgan Chase)

Service Officer – Private Banking 1988 –1992

- Marketed Chase Private Banking services to qualified individuals.
- Serviced client financial needs including deposit accounts, bond trading, foreign investment opportunities, and specialized loan programs.

Citicorp

Service Officer – Private Banking 1985 –1988

- Maintained deposit relationships with Private Banking clients and managed over \$500MM in bond portfolio for clients.
- Serviced and monitored custom loan portfolio of \$260MM, including monitoring collateral values.

EDUCATION

- BA in Business Administration, Ashford University – 2013



C. Strategy and Implementation Plan

Implementation Plan

From the beginning of the relationship with Professional Credit, the City will know it made the right decision in selecting a debt collections vendor who is most aligned with your values of Humanity, Integrity, Trust, Excellence and Stewardship. Professional will work closely with you during implementation to ensure that the onboarding process is as easy as possible.

The following plan can be customized or accelerated based on your availability and needs. We will provide a specialized team to manage all technical and training requirements. Because we already work with several municipal clients who, like the City, use Wittman Company to send accounts and for data integration, the City's implementation process will be streamlined and can be accomplished faster. Typical implementation includes:

1. Kickoff Meeting

Teams will be introduced during this call and future meetings will be scheduled with the appropriate City staff members.

2. Business Understanding Meeting #1 - (Day 2-7) - 60 minutes

Beginning with the ending in mind, we review trust fund remittance and reporting, consumer payment processing, and review key elements of the contract and client profile settings to ensure the remainder of the process is optimized to meet your needs

3. Business Understanding Meeting #2 - (Day 8 to 14) - 60 minutes

We take a deep dive into your consumer engagement practices and learn how we can best interact with your consumers to optimize recovery while preserving your reputation.

4. EDI Meeting #1 - File Specifications and Mapping (Day 8-14) - 60 minutes

In this meeting we will discuss all options for data flowing both directions, as well as manual self-serve options in Client Tools. When an EDI file is the best solution, we will discuss file specifications and mapping other logistics.

5. EDI Meeting #2 - Review Sample Files - (Day 15-30) - 30 minutes

We will review your files and ensure that all needed files are present and properly mapped.

6. Client Training Meeting - (Day 45) - 60 Minutes

In this meeting we will give you a tour of Client Tools and ensure you are aware of all the features, reports, actions and data that is just a click away, as well as discuss the expectations for responding to inquiries and timelines for resolving consumer issues.

7. Go Live Assistance Meeting - (Day 60) - 30 Minutes

A quick check in to test your first account load, confirm your acknowledgement report was received, and spot check new accounts for accuracy.

8. First Trust Cycle Review - (Day 90-100) - 30 minutes

After we publish and remit the first trust, we have one meeting to review all posting types, commission charged, the posting process and the invoice to ensure your questions are answered.

9. Quarterly Meetings - (After the first 90 days)

In these meetings we review placement volume, work standards, liquidation and discuss options for optimizing recovery.

Strategy

Professional Credit's collection workflow is outlined on the following pages. We use our omni-channel communication approach to determine the best communication channel for each consumer. You will see samples of our letters and reports at the end of this proposal, used when written correspondence is the best approach. When written correspondence is the best approach, you will see samples of these letters at the end of this proposal. As outlined in Professional Credit's four-phase collection below, you will see how Professional Credit uses the most ethical collection methods all while performing a high level of customer service.

1

NEW ACCOUNT RECEPTION AND PREPARATION

We can and will file reports with all three national credit bureaus, where permitted by law. We will pursue collections on all accounts with a combined balance of \$50 or more. We can pursue accounts with a balance of \$25 or more if we are provided an email address for the consumer. We can accept all forms of payment through our online payment portal, by phone, or by mail.

2

INITIAL COLLECTIONS ACTIVITY

Accounts are scrubbed initially to determine probability of payment. Those accounts with likelihood of payment will be validated and will receive several communications via phone, mail, text, and email. Accounts with missing or incorrect contact information will be processed through our proprietary waterfall skip-tracing system.

3

ADVANCED COLLECTIONS ACTIVITY

Our trained collectors use advanced technology to find and contact consumers. We continue with additional contact attempts and skip-tracing using numerous data vendors who have access to an extensive number of databases.

4

LEGAL COLLECTIONS ACTIVITY*

When the City uses the legal process to improve recovery, you will have a powerful legal ally when partnering with our in-house Legal Team. The City has a wide variety of avenues to pursue legal collection activity and we will work with your team to evaluate accounts for legal action.

1

NEW ACCOUNT RECEPTION AND PREPARATION

In early stages of preparation, Professional Credit will provide the City with a **dedicated, toll-free phone number to connect consumers with live representatives.**

Send Accounts in Any Convenient Format

The City saves time and effort when transferring accounts to Professional Credit because we accept all file formats. The City can also use EDI (Electronic Data Interchange) to standardize accounts and send them electronically.

Many clients deliver accounts through our Client Tools website, an online account management portal for clients. The Client Tools website is encrypted and secured through:

- TLS (Transport Layer Security)
- SCP (Secure Copy)
- SFTP (Secure File Transfer Protocol)
- Encrypted email

We will accept any file format the City uses because we value your time.

Timely Acknowledgment That We Have Received Accounts

When the City first sends electronic and/or paper files it will have access to the Acknowledgment Report on the Client Tools website.

The Acknowledgment Report lists accounts assigned for collection alphabetically and provides:

- The City's account number
- Our agency's account number
- Service information and balance
- Age of accounts in months

Within 24 hours, the City will know that experienced collectors are servicing accounts.

We Screen New Accounts for Bankruptcy Filings and Deceased Consumers

When the City's accounts load, we automatically run a "scrub check" which will:

- Check for bankruptcies on a daily basis for accounts in a legal status.
- Review the Social Security Administration's weekly report for deceased consumers.

Through this "scrub check," we:

- Address the legal requirements of the bankruptcy process
- Offer consumers and their families the utmost respect in a difficult time

While many government accounts are not subject to discharge, this process still gives us insight to the circumstances of the consumer so we can be respectful and effective

2

INITIAL COLLECTIONS ACTIVITY

We Immediately Begin the Collection Process on Accounts

We will be both thorough and speedy in recovering revenue. We begin Phase 2: Initial Collections Activity within 72 hours after accounts load. Professional Credit focuses our recovery efforts on the accounts that will produce the most recovery for clients. Using a proprietary propensity to pay scoring model, accounts are scored and segmented to align appropriate work efforts. Professional Credit has not only recovered more dollars with this method, we have also reduced the number of complaints received. Our agency's communications are designed and scripted by our Behavioral Science Team and clearly explain the account's delinquent status. Written notifications include:

- A toll-free telephone number.
- Directions to access easy to use online payment options.
- Locations where the City's consumers can pay in cash.

We use a Non-FCRA score on 100% of our accounts. It's a purchased probability to pay score applicable to all consumers and does not use credit bureau data. Additionally, to maximize the effectiveness of our initial communications, we:

- Include disclosures required under the FDCPA (Fair Debt Collection Practices Act).
- Use in-house legal specialists and external ACA International-Certified letter review attorneys to check letters for legal compliance.
- Apply four different readability scores to ensure letters are as effective as possible for a broad array of audiences.
- Send letters in Spanish for the City's Spanish-speaking consumers.
- Use input from our Behavioral Science Team to ensure that letters are persuasive, clear, and respectful.

Our large operations facility located in Springfield, OR, uses an automated outbound dialer. This dialer:

- Is TCPA (Telephone Consumer Protection Act) compliant¹.
- Queues list of accounts to be called at regular intervals.

Our Problem-Solving Collectors Are Here to Help Consumers

When consumers answer, collectors:

- Update consumers' contact information.
- Document reason for delinquency.
- Use problem-solving skills to resolve consumers' financial obligations.
- Obtain payment in full or set up payment plans.



If consumers do not answer, collectors leave personalized voice mail messages. Consumers will talk to knowledgeable, respectful collectors.

1. To comply with Federal regulations, collectors manually dial cell phones until they receive authorization to call automatically. Attempts and times vary based on applicable State law.

3

ADVANCED COLLECTIONS ACTIVITY

We Escalate our Efforts and use Additional Resources if we are Unable to Make Contact in Phase 2.

If we receive no response during Phase 2: Initial Collections Activity, we move the account to Phase 3: Advanced Collections Activity.

Our ACA International-Certified collectors use extensive resources to maximize the City's recovery. Our collectors:

- Carefully review previous work on accounts.
- Use data analytics to find the best strategy for collecting accounts.
- Use advanced collections techniques to ensure the City receives the most recovered revenue as possible.

We use a Non-FCRA score on 100% of our accounts. It's a purchased probability to pay score applicable to all consumers and does not use credit bureau data. Our Data Analytics Team allow us to specialize in collecting utility accounts by:

- Streamlining the collections process to ensure the City receives the recovered revenue sooner.
- Analyzing account attributes.
- Giving our agency an accurate assessment of our likelihood of collecting an account.
- Determining the most effective and efficient collection strategy for an account.



"Daily Huddles" are a time to review regulatory changes and discuss process improvements.

3 CONTINUED...

Our Agency Personalizes Collections Efforts to Liquidate Difficult Accounts

We will work the City's accounts until the best possible recovery rates are achieved. We have advanced technology and knowledgeable staff that enable us to go above and beyond what clients expect.

We will use the following advanced collections efforts to increase the City's recovered revenue:

- Send additional written notifications
- Call references
- Call all listed numbers
- Search for more consumer or business information using our Waterfall skip-tracing tool (seen on next page)
- Use manual skip-tracing techniques to research accounts
- Identify assets
- Place so-called "uncollectible" accounts into our continuous monitoring program and collect when consumers experience positive financial changes
- Get credit reports (when allowed)
- Report to the Credit Bureaus when appropriate data elements are provided in the placement file.

With our Robust Monitoring Program, we can collect on accounts that other agencies typically can't.

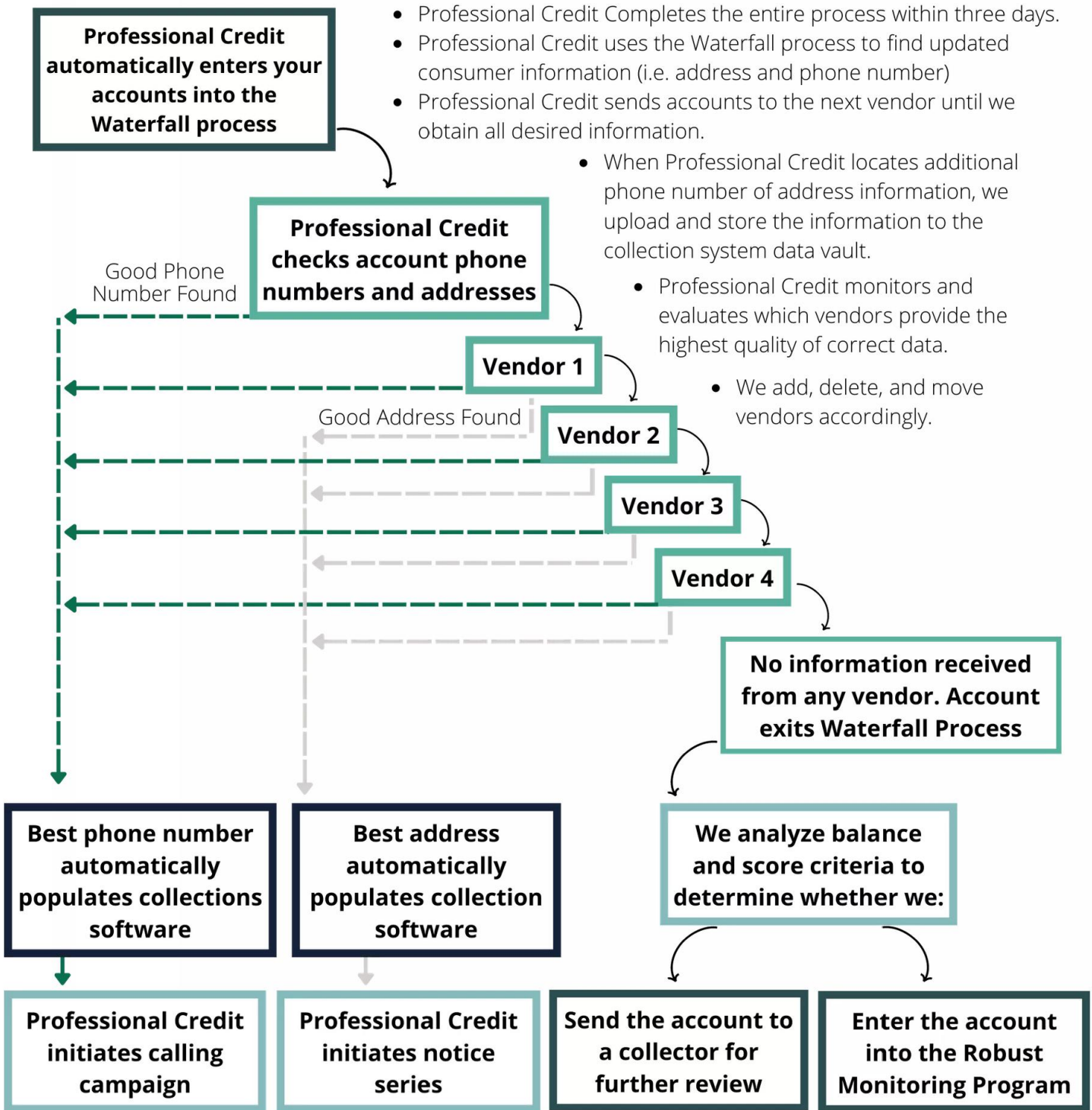
The Robust Monitoring Program:

- Maximizes recovery on accounts that our competition would deem unworthy of their time, effort, or resources.
- Uses several vendor programs to continuously monitor accounts for positive changes in consumers' lives.
- Alerts collectors when to reactivate accounts for as long as the account is with us.

***"Professional Credit's staff is very reliable and accurate. We are continually pleased with their work and I have no hesitation in recommending their services."
- Clackamas County Justice Court***



Professional Credit's Powerful Proprietary "Waterfall" System



3 CONTINUED...

Investigation Team Performs Deep Manual Skip-Tracing for Consumers' Contact Information and Assets.

Sometimes, the City's accounts need the personal touch that only a trained investigator can bring. That's why our agency is here to help. Our specialized investigators manually skip-trace accounts to find consumer contact and asset information.

To find consumer contact information, investigators:

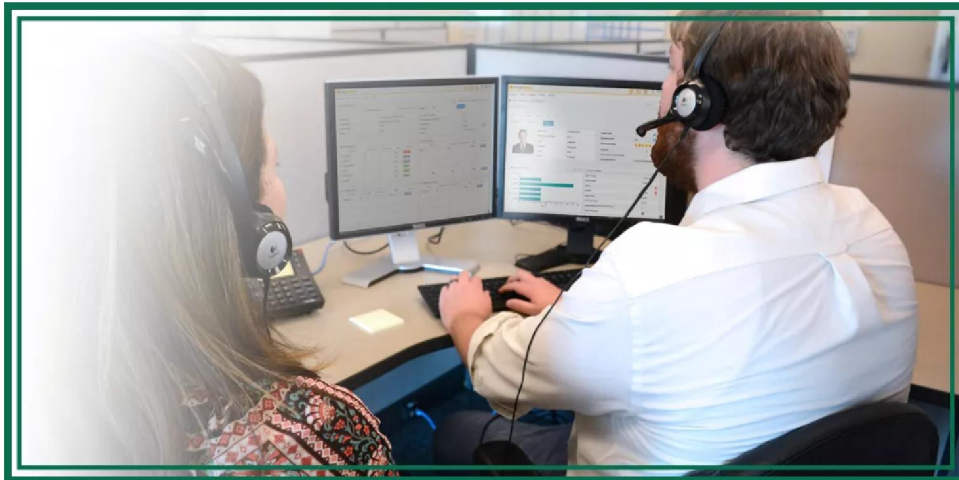
- Review Credit Bureau Report (when applicable).
- Review state agency databases, like the DMV (where allowed) or more obscure databases, like Fish and Wildlife agencies.
- Mine social media, telephone directory, and directory assistance sites.
- Perform real estate searches and access state assessor information.
- Follow up on references.

Additionally, investigators perform weekly, monthly, and quarterly searches for:

- Places of employment
- Real estate holdings
- Bank and brokerage accounts
- Automobiles
- Other assets of value

In short, our investigators will:

- Comb through vast amounts of data to find the City's consumer information.
- Contact the City's consumers.
- Help them resolve their financial obligations.



4

LEGAL COLLECTIONS ACTIVITY*

Legal Representation Specializes in Collections and Provides Efficient Legal Action

The City has powerful legal allies when using our Legal Team. When the City gives approval, we evaluate accounts for legal action. **We will only pursue legal activity on accounts mutually agreed upon by the City and Professional Credit.**

The Professional Credit in-house legal team and strong third-party attorneys control the timeliness and quality of the legal process.

If the consumer lives in a state outside of our Legal Team's specialty areas, they will forward the City's accounts to attorneys who specialize in creditors' rights law.

We typically choose attorneys who are members of one or all of the following groups to ensure that they uphold the City's exacting standards:

- ACA International
- The National Creditors Bar Association (NARCA)
- The National List of Attorneys, a database of pre-screened debt collections/creditors' rights attorneys

Professional Credit's Phase 4 of collection activities typically occurs after 90 days.

"They not only did a fine job increasing our returns, but also possess admirable values as an organization. They are committed to data security, to treating our patients very well, and being responsive to our needs. We have dealt with several collection agencies in the past, and I can say without hesitation that Professional Credit has been the best."

- Oregon Medical Group

4 CONTINUED...

The City can depend on our agency to:

- Move appropriate cases to suit.
- File suit after we've given consumers every opportunity to pay voluntarily.
- Get funds back to the City quickly.
- Be fair and transparent to the City's consumers.

Thorough Evaluation Process Determines if Legal Action is Appropriate

The City's reputation will stay safe because we use an internal, independent, Litigation Team.

Our Litigation Team of experienced attorneys and paralegals:

- Reviews collection attempts.
- Ensures that we uphold the City's image.
- Pursues legal action in the best way possible.

Before we move accounts to suit, the Litigation Team verifies:

- Our agency gave consumers enough opportunities for voluntary payment(s).
- We resolved any consumer disputes.
- The suit upholds the City's values and respects its consumers.
- We meet and exceed regulatory requirements.
- The consumer has adequate assets to pursue recovery.

The Litigation Team focuses on:

- Protecting the City's image.
- Respecting the City's consumers.
- Recovering the City's revenue.

Our Agency will Act on the City's Behalf in Small Claims and Trial Courts

When approved by the City, our agency:

- Safeguards the decision to pursue legal action and acts on the City's behalf to protect its image.
- Resolves legal cases using large networks of vetted attorneys.
- For accounts that arrive as judgments, our team can facilitate a "direct to garnishment" process, which will quickly recover revenue for the City.

4

CONTINUED...

Our Litigation Team has the capabilities and experience to collect:

- High-balance accounts
- Difficult to collect accounts
- Our legal experts have conducted forensic collection services for clients and successfully resolved complex accounts.

Some instances of their winning ways include:

- Property in probate cases.
- Revoked fraudulent transfers of real property.
- Found and seized hidden assets in bankruptcy court proceedings like cars, safety deposit boxes, and other valuable assets.

In summary, we value our clients, and we will only pursue legal action that will in bankruptcy court proceedings:

- Maintain and protect the City's public image.
- Recover the City's revenue in a timely manner.
- Follow all federal and state laws and regulations.

The City has a Wide Array of Legal Recovery Options

The City has legal recovery options through:

- Civil suits in states where allowed
- Post-judgment recovery options where allowed

Post-judgment procedures include:

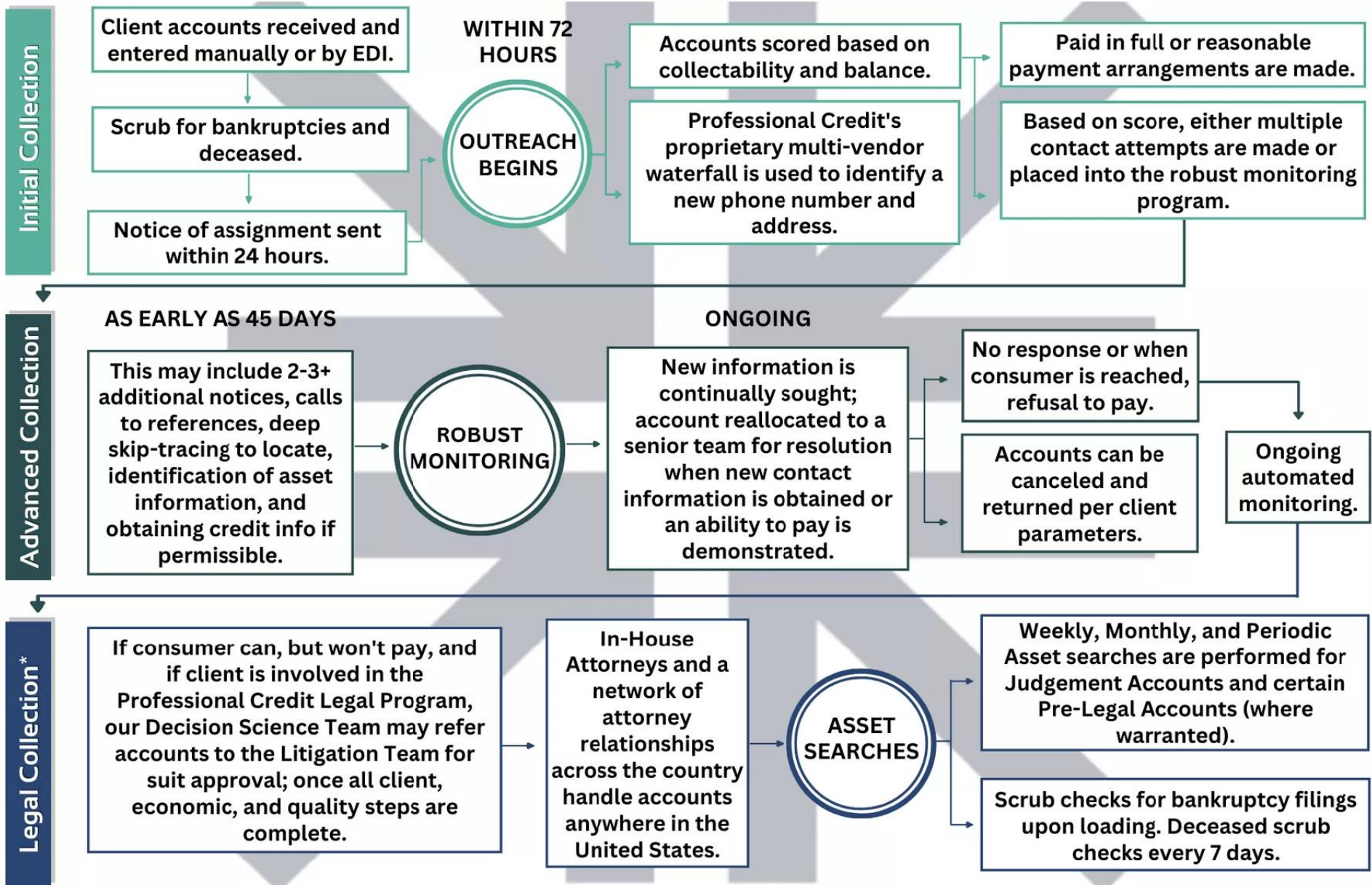
- Wage garnishment (where allowed).
- Bank garnishment (where allowed).
- Liens against equity in property assets.
- Seizure and sale of non-exempt personal property.

We Uphold Transparency and Encourage the City to Track All Payment Plans with Client Tools

Once an asset is seized or attached, the consumer can make a payment plan. The City can track these plans in the Client Tools website and view DROPS

- Delinquencies requiring further action
- Remittance reporting to the City
- Ongoing interest accumulation
- Payment plans
- Settlements

Summarized Collection Timeframe



D. References

Government and Municipal collections are one of our primary focuses and we have successfully served over 100 government entities - some for as long as 30+ years. We also have several clients who use Wittman Enterprises to send collections accounts and to manage data integration. Because we service clients of similar size and scope as the City who also use Wittman, we can offer the City a faster and more efficient implementation period.

Below are reference-able clients of similar size and scope to the City of Grand Junction, CO, each of which uses Wittman Enterprises for EMS Billing.

	City of Burbank, CA	Steven Aragon Senior Collection Specialist saragon@burbankca.gov 818-238-5484 257 E Olive Ave Burbank CA, 91502	Collect on over \$7 million in Fire & EMS accounts. Client since 2018.
	City of Corona, CA	Denise Burns Collections Supervisor denise.burns@coronaca.gov 951-736-2317 400 S Vicentia Ave Corona, CA 92882	Collect on over \$6.6 million in Fire & EMS accounts. Client since 2015.
	City of Glendale, CA	Isaac Apodaca Billing & Collections Supervisor iapodaca@glendaleca.gov 818-551-3025 141 N Glendale Ave Glendale, CA 91206	Collect on over \$5.8 million in Fire & EMS accounts. Client since 2020.
	City of Idaho Falls, ID	Pam Alexander Municipal Services Director palexander@idahofalls.gov 208-612-8249 605 N Capitol Ave Idaho Falls, ID 83402	Collect on over \$2.2 million in Fire & EMS accounts. Client since 2017.
	City of Tucson, AZ	Erica Goldojarb-Perkins EMS Billing Supervisor ericagoldojarb@tucsonaz.gov 520-837-7016 300 S Fire Place Tucson, AZ 85701	Collect on over \$11 million in Fire & EMS accounts. Client since 2012.

Solicitation Response Form

SECTION 7.0: SOLICITATION RESPONSE FORM RFP-5135-22-SH Debt Collection Services

Offeror must submit entire Form completed, dated and signed.

1. Firms shall provide a clear and concise list of fees and pricing structure.
2. Include detailed information regarding your Firm's billing procedures.

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. **State number of Addenda received:** 1 - 12/5/2022

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days

Ray Klein Inc., DBA Professional Credit
Company Name – (Typed or Printed)


Authorized Agent Signature

400 International Way
Address of Offeror

Springfield, OR 97477
City, State, and Zip Code

Jeff Johnson, Chief Client Officer
Authorized Agent – (Typed or Printed)

541-335-2207
Phone Number

jeff@professionalcredit.com
E-mail Address of Agent

12/6/2022
Date

E. Fee Proposal

The City has the option to choose how the collection fee is allocated. **Professional Credit will charge an 18% fee** to complete the work outlined in this RFP, regardless of whether the accounts are primary placements or secondary placements. This fee can be passed along to the consumer or can be taken out of the amount paid to the City. The two scenarios are detailed below and on the next page. If the City would like to recoup 100% of the amount owed, Professional Credit recommends using option 1 below. Please note, in both scenarios below, Professional Credit only earns a fee when the consumer makes a payment.

Scenario 1 - Collection Fee Added to Principal Balance	
Principal Balance (PB)	\$100
Add-On Collection Fee (C)	18%
Total owed by the Consumer	\$100 (PB) X 18% (C) = \$118

Partial Payment Allocation Example	Payment in Full Payment Allocation Example
<p>Payment Amount - \$50 Applied as follows:</p> <ul style="list-style-type: none"> • Amount Referred to the City: \$41 • Amount retained by Professional Credit: \$9 • Balance Remaining to be paid by the consumer: \$68 	<p>Payment Amount \$118 Applied as follows:</p> <ul style="list-style-type: none"> • Amount Referred to the City: \$100 • Amount retained by Professional Credit: \$18 • Balance Remaining to be paid by the consumer: \$0



Scenario 2 - Collection Fee Deducted from Principal Balance	
Principal Balance	\$100
Commission Fee retained by Professional Credit	18%
Amount owed by the consumer	\$100

Partial Payment Payment Allocation Example	Payment In Full Payment Allocation Example
<p>Payment Amount - \$50 Applied as follows:</p> <ul style="list-style-type: none"> • Amount Referred to the City: \$41 • Amount retained by Professional Credit: \$9 • Balance Remaining to be paid by the consumer: \$50 	<p>Payment Amount \$100 Applied as follows:</p> <ul style="list-style-type: none"> • Amount Referred to the City: \$82 • Amount retained by Professional Credit: \$18 • Balance Remaining to be paid by the consumer: \$0





F. Additional Data

Unique Technology

The City will have a powerful technological partner in Professional Credit, having access to our full technology suite. On the following pages, you will find a detailed description of our technology-based, self service tools made to help the City reach its goals and maintain its good reputation. Let's start here:

Our accounts receivable management software, **ARTrail®**, streamlines engagement efforts with automated workflows and customizable safeguards to ensure adherence to the City and regulatory work standards. ARTrail® is based on contemporary web-centric technologies to exploit the opportunities of the modern software environment. Our DevOps development practices facilitate rapid evolution of our platform to meet ever-changing business and regulatory requirements while maintaining quality and reliability.

Our speech analytics solution records, audits, and scores 100% of auditable interactions between Professional Credit agents and consumers. **Recordings of calls can be accessed by the City 24/7 through the Client Tools portal.**

Integrated, 2-way **Predictive Autodialer and Rapid Manual Dialing Solution** uses a rapid manual dialing solution to maintain TCPA compliance when calling cell phones.

Professional Credit's electronic data interchange (EDI) tool, **RoboDX™**, ensures seamless data transfer between client systems and Professional Credit's ARTrail software. RoboDX™ comes fully equipped with compliance standards and security features, facilitating an efficient, secure, and compliant exchange of information between the City and Professional Credit. It supports all delimiter files: Excel, XML, API, DB, Multi-row file formats. Its universal data exchange solution also reads and transforms any file formats both in source or destination. It also has the capability of transferring a single file as multiple files, and multiple files into a single file. In addition, RoboDX™ has a versatile four-step configuration that functions with virtually any file format, API or database.

Professional Credit's proprietary **Waterfall Skip-Tracing Engine** allows for automated skip tracing as it is integrated with key data vendors to ensure that the most accurate consumer information is always available for appropriate account follow-up.

The proprietary **Robust Monitoring Tool** evaluates accounts daily and triggers them for follow-up should the consumer's financial situation change for the better.

Professional Credit's **PCS Direct Pay** gives consumers 24/7 access to their accounts, the ability to make payments, set up payment plans based on the City's guidelines, update insurance information and communicate with Professional Credit staff either through live chat or secure messaging.

Our **Omni-channel Communication** approach is enabled by the advanced workflows in ARTrail® which coordinates communications with consumers based on their preferences including email, text messages, calls, direct voicemail drops, mobile alerts, IVR, and letters.

Professional Credit's **Mobile App for iOS and Android** allows consumers to access their accounts on-the-go to set up payment plans, make payments, and correspond with agents through secure messaging.

Professional Credit's **SMS Chatbot** allows easy access to the Professional Credit online portals after hours. Consumers can send a text to a number provided in the communication they received that will engage a chatbot. The chatbot will then guide them through the identity verification and authentication process and generate a link that will allow them to login automatically and manage their account.

Speakers Bureau

Our leaders are distinguished in our field. We share our knowledge and set ourselves apart as an industry leader through our unique Speakers Bureau. This series of training, consulting, and education sessions focuses over a range of topics: A/R Management, Consumer Collections, Leadership, Lean Management and Motivational Training. We put our expertise to work to share our success with others in the industry who face many of the same challenges. As a benefit to our clients, Professional Credit offers free annual training on the topic of our client's choice.

Professional Credit is a Compliance Expert

Professional's Compliance Management System Upholds All Relevant Federal, State, and Local Regulations

Professional's Compliance Management System ensures legal and regulatory compliance. Wade Isbell, J.D., Chief Compliance Officer, designed and oversees all compliance matters for the company. Wade is both an ACA International Scholar and Certified Credit and Collection Compliance Officer (CCCCO). He conducts quarterly compliance meetings that all collectors must attend.

Our strong Compliance Management System enables us to remain compliant with all federal, state, and local regulations.

Below you will find some of the education initiatives that Wade oversees that bolster our compliance record:

- New collectors receive FDCPA training and testing, 3-4 monthly FDCPA update courses.
- We keep our Policies, Processes, and Work-Instructions online and always updated so collectors can easily find relevant information on appropriate work standards that are compliant FDCPA standards.
- After one (1) year of experience, collectors attend a two-day course that provides extensive FDCPA training. This course prepares collectors to take the exam to earn the Professional Collector Specialist (PCS) designation from ACA International. Collectors must obtain this certification after one year of employment.
- Our predictive dialer records and audits 100% of auditable interactions between collectors and consumers, analyzing calls for specific compliance elements. We use the powerful auditing features of the predictive dialer to specialize collector training and address the areas individual collectors need to improve.
- Wade leads our annual all-employee ethics training. During this meeting, he refreshes all employees on our ethics program and reviews any required HIPAA, FDCPA, and/or security items.

We are extremely proud of how we interact with consumers. We employ behavioral science with genuine respect to accomplish recovery for our clients and a positive experience for their consumers. Please follow [this link](#) to watch a direct consumer testimonial.



Access to Data & Our Unique Client Tools Portal

With the click of a mouse, the City has total access to all account information. The Client Tools website is our web-based, customizable portal that gives clients complete access to their accounts.

The City will have access to its accounts 24 hours a day, 7 days a week and will be able to:

- Monitor consumer interactions
- Perform account management
- Run a variety of standard and customized reports

The City can search account information presented as a complete history or a summary, including:

- Payments
- Dollars collected
- Asset searches
- Credit reporting
- Any other relevant account details

Additionally, you have complete access to monitor our collectors' activities, including:

- Collector notes
- Number of letters
- Number and audio files of phone calls
- Skip-tracing activity

Nov 18 2022 1:21:54 PM

Professional Credit ClientTools

Search Account Details | Welcome, Lisa Kirk

Home > Dashboard

Welcome Lisa Kirk

You will find a variety of resources created for your convenience. If you have any questions or enhancement requests, please contact our Client Services Team at (888) 797-4916. More updates and features coming soon!

Task Board

Work Queues
Account Queries 103

Quick View
Select an option from the task bar to view.

Performance Dashboard For SUTTER HEALTH [Export](#)

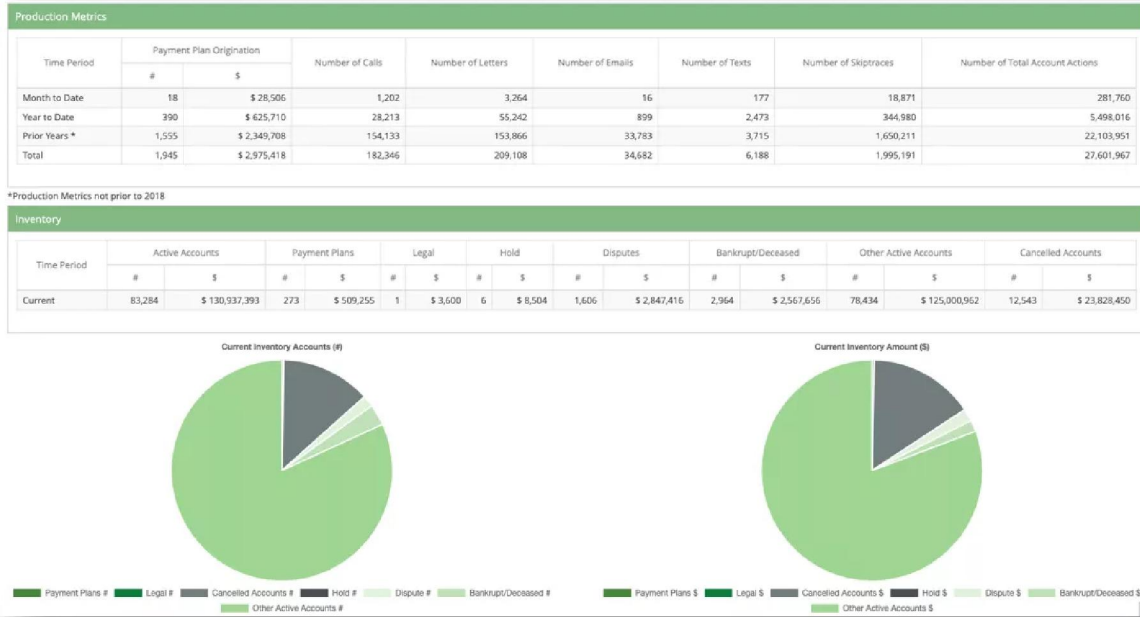
Time Period	Number of Referrals	Amount Referred	Avg. Balance	Avg. Age Days (DOS-DOR)
Month to Date	23,540	\$ 5,507,639	\$ 234	155
Year to Date	477,478	\$ 124,864,371	\$ 262	192
Prior Years	1,592,851	\$ 398,942,658	\$ 213	276
Total	2,970,329	\$ 464,807,029	\$ 225	468

Time Period	Payments		Client Reported Amount	Avg. Amount
	#	\$		
Month to Date	5,368	\$ 461,786	\$ 198,063	\$ 86
Year to Date	118,899	\$ 11,009,074	\$ 4,384,144	\$ 93
Prior Years	342,577	\$ 26,135,055	\$ 11,259,920	\$ 85
Total	461,476	\$ 40,144,129	\$ 15,644,064	\$ 87

Production Metrics

Time Period	Payment Plan Origination		Number of Calls	Number of Letters	Number of Emails	Number of Texts	Number of Skiptraces	Number of Total Account Actions
	#	\$						





“Their online portal is awesome. They make it possible to check on our accounts with them any time, day or night. Everything is time stamped and up to the minute data. Very transparent. Their reports are user friendly and very understandable.”
- Washington County Justice Court

Transparent and Intuitive

By using the Client Tools website, the City can make certain its accounts are in safe hands by auditing accounts and performing the following:

- Resolving questions or concerns about accounts or account activity
 - Cancelling Accounts
 - Placing accounts on hold
 - Sending and receiving secure messages to and from Professional Credit
 - Reporting direct payments
 - Administering user permissions
 - Using the Online Secure Chat to contact a representative

With Client Tools, the City can ensure that Professional Credit is continuing its high standards in its consumer interactions which result in our low-level of consumer complaints protecting the City’s image and effectively recovering its revenue.

We provide feedback and support to clients through regular meetings with our Client Success team as well as through our Speakers’ Bureau.

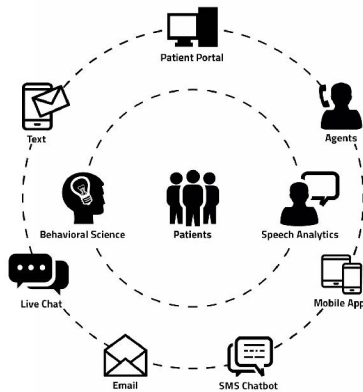




Consumer Engagement Tactics

Professional Credit provides clear and respectful communication with the consumer to successfully collect the City's accounts.

Professional Credit has an entire suite of proprietary technology. This technology fuels our consumer engagement engine, and enables us to effectively communicate with consumers in their preferred manner. Our **Omni-channel Communication** approach is enabled by the advanced workflows in ARTrail® which coordinates communications with consumers based on their preferences including email, text messages, calls, direct voicemail drops, mobile alerts, IVR, and letters.



"I am very pleased with the services (PCS) provides us. Their web portal allows us to run reports, monitor and research individual accounts, see what activity has taken on an account. The web portal is easy to use and has online help and training."

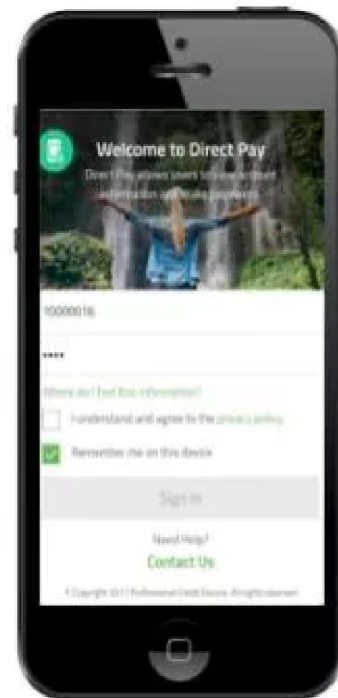
- City of Tucson, AZ

Mobile App: Consumers can use the PCS Direct Pay mobile app to manage their accounts, make payments, and securely communicate with representatives. Professional Credit is one of the only agencies in the collection industry that has a dedicated mobile app.

Professional Credit's **PCS Direct Pay** gives consumers 24/7 access to their accounts, the ability to make payments, set up payment plans based on the City's guidelines, update insurance information and communicate with Professional Credit staff either through live chat or secure messaging. Instructions for PCS Direct Pay and our Mobile App are on the statements we send to each customer. They are provided with their account number and PIN.

Texting: We have the ability to send compliant text notifications and emails as effective means of communicating with consumers. Soon, consumers will be able to opt in to receiving push notifications through their Apple or Android device that reminds them of upcoming payments.

Letters and Phone Calls: We send letters and make phone calls (including to customers cell phones) to customers reminding them of their obligations.



Data Security

Due to the number of government clients Professional Credit serves, we are very familiar with the strict standards of confidentiality. We have both strong systems and training programs in place in addition to many other tools to accommodate any unique client needs in this area, all the while adhering to federal and state requirements.

Confidentiality and data security are at the core of our company's approach. For over 89 years, our company has established and maintained relationships around the country reinforced by our integrity and ethics. Professional Credit understands the security of PII and financial data is the foundation not only for an ethical and successful business but also for relationships with clients and consumers built on trust and confidence.

The City and its consumers' sensitive information will be both physically and digitally protected when partnering with Professional Credit. We have experienced Data Management and IT departments comprised of highly skilled staff with degrees and certifications in Computer Systems, Cyber Security, and Risk and Audit. We continually update our security certifications and undergo audits to ensure sensitive data remains secure by upholding the highest information safeguards.

Both the Client Tools website and our consumer portals are secured with 256-bit encryption and TLS 1.2 (Transport Layer Security). Personally identifiable information is encrypted within our database. We encrypt data both during transit and at rest. When transferring files, we support bit strengths and ciphers, depending on agency needs. The following ciphers are available by default:

- AES256-CBC
- AES128-CBC
- 3DES-CBC
- Blowfish-CBC
- CAST128-CBC
- ARCFOUR
- AES192-CBC

We can meet any information system requirements for clients to send and receive account information electronically. Our data transfer experts can work with participating entities' staff to develop the best format for data files to ensure seamless data transfer. Clients may deliver accounts through:

- Our Client Tools website, an online account management portal for clients. The Client Tools website is encrypted and secured through TLS (Transport Layer Security)
- SCP (Secure Copy)
- SFTP (Secure File Transfer Protocol)
- Encrypted email
- Paper files transferred through secure transmission methods

We have a long-established Information Security Council that meets on a quarterly basis to review internal and external audit results and discuss new trends, technologies, risks, training programs, and adherence to IT security protocols. This allows us to stay compliant with quickly changing protocols. Our company has the following network devices to protect our network and defend internet-accessible systems:

- Managed Switches and Routers: Allows our administrators to monitor network connections (with layer 2 and 4 capable switching), at the port level
- Next Generation Firewalls (built in redundancy) supporting: SSL VPN
- IPsec VPN
- Demilitarized Zone (DMZ): Provides a network of computers at the front lines to the Internet to identify and prevent security attacks, like hackers and viruses.



Data Security cont.

We use network authentication protocol to protect against unauthorized users logging into the network. We track system issues with an automated tracking system where users can submit and follow their open tickets. We deploy standardized hardware for all network and peripheral equipment, including desktops, phones, printers, and scanners. Our centralized IT Department maintains all hardware. Software patches and upgrades are managed, tested, and automatically deployed in a systematic and tested method.

Organization of Information Security:

- Asset Management
- Human Resource Security
- Physical & Environmental Security
- Communication and Operations Management
- Application intelligence, control, and visualization
- Information Systems Acquisition Development and Maintenance
- Compliance
- Business Continuity Management
- Content Filtering
- Antivirus
- Anti-Spyware
- Intrusion Detection/Prevention
- Access Controls
- Botnet Filtering



Sustainability

Professional Credit takes environmental sustainability seriously not only as a societal good but also as good business. Recent extreme weather showcases a need for the business community to limit our emissions and encourage sustainable business practices. A few examples of Professional Credit's efforts:

- In 2008, we partnered with Advanced Energy Systems to install a 138kW solar array with 600 pan- els on the roof of our operations center, seen below. To date, our solar array has created a CO2 offset equivalent to 20,000+ trees.
- We recycle all paper waster and encourage staff to recycle aluminum cans and plastic bottles. Our recycling program collects an average of 45,000+ cans annually.
- The IT Team recycles all e-waste with a local non-profit environmental group.
- We use DocuTrail® to manage internal documents. This solution has enabled us to transition many tasks to be completely paperless.
- All employees receive a free annual bus pass in an effort to minimize fuel consumption. Our operations center is intentionally located along a major public transit route.
- We encourage our clients and their consumers to use our robust suite of digital tools, including digital portals for both clients and consumers, limiting paper waste. Our use of emails, mobile apps, and web portals have greatly reduced our consumption of paper goods.

Sustainability



Convenient Service Options
It Has Never Been Easier!

- 🕒 **Always Available:** Full account access 24 hours a day
- 🚀 **Fast:** Real-time alerts and payment reminders
- 🌱 **Eco-friendly:** Reduce your carbon footprint

Download our mobile app, visit PCSDirectpay.com, or text PCSGO to 561-403-8980

Message and data rates may apply. Terms and privacy policy can be found at pcsdirectpay.com.





SCAN ME This is a message from a debt collector.



Our 80,000 square foot Operations Center is outfitted with solar panels producing on average 1280kw of energy.

We have greatly reduced our reliance on paper by promoting our online communication tools to our clients and consumers.



Sample Reports & Letters

Below are samples of reports, letters, statements, and transactions that Professional Credit will make available to the City. They are each fully customizable, can be generated in virtually any format, and are available 24/7 through our Client Tools Portal. Professional Credit is also able to meet the reporting requirements outlined in the Scope of Work.

CLIENT NAME XXX XXX XXXXXXXXXXXX 2010-03-01

	Paid to PCS (Us)	Paid to Client (You)
Total Paid	\$2,627.45	\$0.00
Principal Paid	\$2,627.45	\$0.00
Interest Paid	\$108.42	\$0.00
Total Other Paid	\$0.00	\$0.00
Total Commissions	\$656.85	\$0.00
Total Due You	\$1,970.60	\$0.00

Aging (Months)	
UNDER 1	\$804.39
2	\$0.00
3	\$76.65
4	\$221.32
5	\$156.20
6 & Over	\$1,368.89
Total Collected	\$2,627.45
Collection Fees	\$656.85
Check # XXXXX	\$1,970.60

Last Name	First Name	Your Account	PCS Account	Payment Date	Paid	Due You	Comm	Fixed Fee	Bal	Status	For	Remark	Age	Prin Paid	Prin Comm	Prin Due You	
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/19/10	\$58.17	\$43.63	\$14.54	\$0.00	\$0.00	PIF			58.34	1	\$58.17	\$14.54	\$43.63
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/17/10	\$76.65	\$57.49	\$19.16	\$0.00	\$0.00	PIF			79.46	3	\$76.65	\$19.16	\$57.49
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/03/10	\$1,368.89	\$1,026.67	\$342.22	\$0.00	\$0.00	PIF	COMMUN		1455.59	6	\$1,368.89	\$342.22	\$1,026.67
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/26/10	\$476.85	\$357.64	\$119.21	\$0.00	\$0.00	PIF			479.39	1	\$476.85	\$119.21	\$357.64
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/02/10	\$156.20	\$117.15	\$39.05	\$0.00	\$0.00	PIF			165.1	5	\$156.20	\$39.05	\$117.15
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/05/10	\$164.08	\$123.06	\$41.02	\$0.00	\$0.00	PIF	OFFICE ENT		171.03	4	\$164.08	\$41.02	\$123.06
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/26/10	\$57.24	\$42.93	\$14.31	\$0.00	\$0.00	PIF			57.26	4	\$57.24	\$14.31	\$42.93
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/12/10	\$201.81	\$151.36	\$50.45	\$0.00	\$0.00	PIF			202	1	\$201.81	\$50.45	\$151.36
XXXXX	XXXXX	XXXXXXXX	XXXXXXXX	02/19/10	\$67.56	\$50.67	\$16.89	\$0.00	\$0.00	PIF			67.76	1	\$67.56	\$16.89	\$50.67

This is a sample of our Trust Report. It will provide details to the City about account activity including payments made and how those payments are broken down into interest and commissions collected by Professional Credit. Frequency of the trust report can be provided daily, weekly or monthly.



Activity Report

Reporting Periods	Referred Accounts			Cancelled Accounts		Transactions		Net to Client	Agency Commission	
Reporting Periods	# Referred	\$ Referred	\$ Avg Referred	# Cancelled	\$ Cancelled	\$ Adjustments	\$ Recovered	\$ Net	\$ Comm	% Comm
Jan - 21	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$3,442.70	\$2,823.03	\$619.70	18
Feb - 21	0.00	\$0.00	\$0.00	3.00	\$992.25	\$0.00	\$5,964.00	\$4,890.47	\$1,073.50	18
Mar - 21	90.00	\$160,895.24	\$1,787.72	9.00	\$4,130.35	\$0.00	\$6,452.49	\$5,291.01	\$1,161.50	18
Apr - 21	207.00	\$69,851.86	\$337.45	2.00	\$218.54	\$0.00	\$28,065.78	\$23,013.95	\$5,051.80	18
May - 21	714.00	\$399,260.05	\$559.19	3.00	\$610.49	\$0.00	\$4,542.06	\$3,724.52	\$817.50	18
Jun - 21	680.00	\$289,874.54	\$426.29	2.00	\$2,038.48	\$0.00	\$12,486.28	\$10,238.72	\$2,247.60	18
Jul - 21	776.00	\$430,053.51	\$554.19	47.00	\$12,273.50	\$0.00	\$18,224.61	\$14,944.18	\$3,280.40	18
Aug - 21	239.00	\$163,238.99	\$683.01	313.00	\$113,363.70	(\$820.71)	\$16,436.63	\$13,478.01	\$2,958.60	18
Sep - 21	2.00	\$277.06	\$138.53	21.00	\$6,248.84	(\$602.90)	\$15,226.93	\$12,576.12	\$2,650.80	17.4
Oct - 21	91.00	\$72,952.01	\$801.67	8.00	\$34,264.20	\$67,069.00	\$13,195.89	\$10,764.60	\$2,431.30	18.4
Nov - 21	1.00	\$3,471.42	\$3,471.42	2.00	\$3,554.26	\$1.31	\$10,255.28	\$8,414.01	\$1,841.30	18
Dec - 21	91.00	\$72,952.01	\$801.67	93.00	\$73,483.85	(\$225.52)	\$7,829.07	\$6,419.83	\$1,409.20	18
2021-Total	2,891.00	\$1,662,826.69	\$575.17	503.00	\$251,178.46	\$65,421.18	\$142,121.72	\$116,578.45	\$25,543.30	18
Jan - 22	0.00	\$0.00	\$0.00	12.00	\$2,348.61	(\$107.73)	\$7,758.41	\$6,361.89	\$1,396.50	18
Feb - 22	1.00	\$1,136.64	\$1,136.64	14.00	\$2,995.71	\$0.00	\$4,460.28	\$3,657.41	\$802.90	18
Mar - 22	0.00	\$0.00	\$0.00	20.00	\$2,157.80	\$692,249.28	\$4,405.28	\$3,612.33	\$793.00	18
Apr - 22	0.00	\$0.00	\$0.00	3.00	\$762.01	\$0.00	\$3,603.51	\$2,954.87	\$648.60	18
May - 22	0.00	\$0.00	\$0.00	6.00	\$1,805.92	\$32.16	\$4,554.85	\$3,734.96	\$819.90	18
Jun - 22	0.00	\$0.00	\$0.00	8.00	\$2,637.96	\$155.34	\$3,444.22	\$2,824.28	\$619.90	18
Jul - 22	0.00	\$0.00	\$0.00	4.00	\$604.72	\$12,488.25	\$1,987.42	\$1,629.69	\$357.70	18
Aug - 22	1.00	\$155.67	\$155.67	5.00	\$1,400.04	\$14,275.95	\$6,769.52	\$5,551.01	\$1,218.50	18
Sep - 22	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,388.09	\$1,355.87	\$1,111.81	\$244.10	18
2022-Total	2.00	\$1,292.31	\$646.16	72.00	\$14,712.77	\$727,481.34	\$38,339.36	\$31,438.25	\$6,901.10	18
GrandTotal	11,102.00	\$4,332,519.03	\$390.25	1,015.00	\$416,845.13	\$795,644.99	\$752,579.90	\$617,117.32	\$135,462.60	18

This is a sample of our Activity Report. It is a financial summary, including receipts, net accounts receivables, total accounts receivable, and historical collection rates by monthly, quarterly, and on an annual basis.

Example Report - Cash Flow as of September 1st, 2022

This is a sample of our Cash Flow Report, which displays total placements, total recovery in dollars and percentages in a monthly, quarterly and annual basis.

Monthly CF	Values		Number Cancelled	Amount Cancelled	Average Account Age	Recoverd Principal	Precollect Results	Total Recovery	Recovery %
	Number Listed	Amount Listed							
2022									
Aug	1,423	\$ 1,117,306	6,778	\$ 1,510,903	0	\$ 42,590	\$ 4,019	\$ 46,609	4%
Jul	881	\$ 779,698	291	\$ 207,226	3	\$ 31,690	\$ 6,188	\$ 37,879	7%
Jun	3,684	\$ 3,582,472	1,205	\$ 943,881	3	\$ 31,856	\$ 5,079	\$ 36,935	1%
May	595	\$ 277,108	185	\$ 91,126	3	\$ 40,366	\$ 551	\$ 40,917	22%
Apr	33	\$ 126,511	252	\$ 89,657	0	\$ 36,282	\$ (259)	\$ 36,023	98%
Mar	74	\$ 113,949	342	\$ 86,110	0	\$ 64,898	\$ 259	\$ 65,157	234%
Feb	54	\$ 103,460	285	\$ 91,775	0	\$ 92,366	\$ 1,000	\$ 93,366	799%
Jan	691	\$ 524,768	285	\$ 136,863	2	\$ 61,594	\$ 6,617	\$ 68,210	18%
2021									
Dec	1,239	\$ 842,151	249	\$ 144,107	15	\$ 108,597	\$ 11,717	\$ 120,314	17%
Nov	1,073	\$ 927,882	306	\$ 114,890	21	\$ 72,857	\$ 6,989	\$ 79,846	10%
Oct	968	\$ 1,047,692	363	\$ 130,773	16	\$ 62,964	\$ 4,268	\$ 67,232	7%
Sep	1,057	\$ 1,035,031	354	\$ 170,276	17	\$ 65,630	\$ 4,620	\$ 70,250	8%
Aug	847	\$ 736,870	1,773	\$ 1,909,324	16	\$ 75,584	\$ 3,699	\$ 79,284	11%
Jul	820	\$ 533,289	325	\$ 460,365	21	\$ 67,579	\$ 5,401	\$ 72,980	100%
Jun	894	\$ 657,571	688	\$ 261,386	22	\$ 113,504	\$ 4,381	\$ 117,885	30%
May	742	\$ 553,515	182	\$ 60,934	16	\$ 63,478	\$ 236	\$ 63,715	13%
Apr	908	\$ 612,747	349	\$ 72,114	26	\$ 84,151	\$ 2,133	\$ 86,283	16%
Mar	995	\$ 712,094	412	\$ 155,842	18	\$ 93,927	\$ 1,852	\$ 95,779	17%
Feb	984	\$ 676,426	330	\$ 91,968	18	\$ 128,739	\$ 10,967	\$ 139,706	24%
Jan	1,609	\$ 1,114,608	427	\$ 154,175	26	\$ 150,098	\$ 17,228	\$ 167,326	17%
2020									
Dec	3,147	\$ 3,180,931	330	\$ 131,188	21	\$ 73,716	\$ 6,512	\$ 80,228	3%
Nov	1,033	\$ 951,412	347	\$ 121,982	25	\$ 57,718	\$ 8,040	\$ 65,758	8%
Oct	753	\$ 629,307	461	\$ 205,008	33	\$ 99,270	\$ 8,174	\$ 107,444	25%
Sep	503	\$ 428,782	369	\$ 372,859	29	\$ 82,088	\$ 8,864	\$ 90,952	163%
Aug	1,087	\$ 1,315,059	333	\$ 108,619	23	\$ 82,165	\$ 10,478	\$ 92,643	8%
Jul	1,113	\$ 988,671	458	\$ 418,764	35	\$ 92,930	\$ 6,792	\$ 99,721	17%
Jun	1,203	\$ 1,058,369	518	\$ 190,168	36	\$ 167,385	\$ 11,475	\$ 178,860	21%
May	1,582	\$ 1,024,824	532	\$ 173,584	32	\$ 105,324	\$ 14,177	\$ 119,501	14%
Apr	1,987	\$ 2,180,091	350	\$ 242,857	25	\$ 81,217	\$ 7,993	\$ 89,210	5%
Mar	1,122	\$ 976,512	247	\$ 65,393	42	\$ 67,144	\$ 8,085	\$ 75,230	8%
Feb	1,081	\$ 652,435	428	\$ 364,487	40	\$ 81,963	\$ 9,874	\$ 91,837	32%
Jan	1,022	\$ 725,497	308	\$ 160,387	42	\$ 57,583	\$ 5,019	\$ 62,602	11%
2019									
Dec	1,233	\$ 841,908	3,190	\$ 1,289,874	41	\$ 56,652	\$ 7,593	\$ 64,245	8%
Nov	1,386	\$ 1,194,549	782	\$ 554,201	36	\$ 86,712	\$ 1,762	\$ 88,474	14%
Oct	1,227	\$ 870,573	411	\$ 134,912	45	\$ 111,587	\$ 8,049	\$ 119,636	16%
Sep	1,084	\$ 704,692	177	\$ 4,679	40	\$ 118,115	\$ 17,769	\$ 135,884	19%
Aug	1,892	\$ 1,608,363	580	\$ 194,360	49	\$ 92,122	\$ 11,544	\$ 103,666	7%
Jul	1,258	\$ 933,205	1,438	\$ 633,726	55	\$ 91,830	\$ 8,036	\$ 99,866	33%
Jun	1,706	\$ 952,515	319	\$ 2,941	41	\$ 124,623	\$ 28,963	\$ 153,586	16%

PIF-SIF Report For Corporate Test Client

Client Account	Last Name	First Name	Account	Referral Date	Amount Referred	Principal	Last Payment Date	Status	Status Def
45252	TEST	PCS1	10033464	2017-07-13	600	0		PIF	PAID IN FULL-hg
314159265	DAISY	TEST	10000063	2017-07-12	500	400		SIF	SETTLED IN FULL
314159265	DAISY	TEST	10000063	2017-07-12	500	400		SIF	SETTLED IN FULL
12333A	TEST	PCS1	10033465	2017-07-02	303	323		PIF	PAID IN FULL-hg
111122222	Test	Test	10182042	2018-01-17	1111.11	0		PIF	PAID IN FULL-hg

This is a sample of our PIF-SIF (Paid in Full - Settle in Full) Report, which details on a monthly basis accounts that are paid in full or settled for an amount agreed to by the City.

CancellationSAMPLE CLIENT
1234 TEST DRIVE

Client Id : 9206

EXAMPLE, CA 92270

Date : 09/15/2022

The following accounts have been cancelled from our system

Client Account #	Client Consumer #	Consumer Name	Amount	Date of Service	Agency Account #	Reason	Cancelled Date
76484		JOHNS, JIMMY	\$ 234.99	03/13/2022	18299032	CLIENT REQ CANCELLED/DELETED	09/15/2022
97534		O'FURNITURE, PATTY	\$ 403.65	07/09/2018	12035275	CANCEL - CONSUMER DECEASED	09/15/2022
32596		YEW, OLIVE	\$ 436.15	12/24/2018	12750311	CANCEL - CONSUMER DECEASED	09/15/2022
38157		BUGG, AIDA	\$ 178.06	01/13/2019	12892324	CANCEL - CONSUMER DECEASED	09/15/2022
87113		GRATER, ALLIE	\$ 403.65	01/27/2021	16822359	CANCEL - CONSUMER DECEASED	09/15/2022
10751		KNEE, ROD	\$ 621.00	05/26/2021	17616138	CANCEL - CONSUMER DECEASED	09/15/2022
Total		6	\$ 2,277.50				

This is a sample of our Cancellation Report. It is for accounts deemed uncollectible. It displays the reason for cancellation for the client and can be run at the frequency requested by the client, though it is usually run monthly.

ACTUARY REPORT

Reporting Period	Placed		Adjustment	Collected		Returned		Active	
Reporting Period	Quantity	Amount	Amount	# PIF	To Date	Quantity	Amount	Quantity	Amount
Jan - 20	402	\$97,638.00	(\$15.00)	195	\$41,413.38	4	\$620.00	203	\$55,619.62
Feb - 20	361	\$91,185.00	\$0.00	153	\$32,115.06	2	\$380.00	206	\$58,689.94
Mar - 20	146	\$40,774.00	\$15.00	59	\$16,814.59	2	\$518.00	85	\$23,426.41
Oct - 20	838	\$171,228.90	(\$90.00)	243	\$44,446.86	7	\$1,620.00	588	\$125,252.04
Nov - 20	488	\$148,026.00	(\$105.00)	116	\$34,352.59	9	\$2,025.00	363	\$111,753.41
Dec - 20	209	\$59,810.00	(\$185.00)	50	\$12,792.05	2	\$490.00	157	\$46,712.95
2020-cumulative	2,444	\$608,661.90	(\$380.00)	816	\$181,934.53	26	\$5,653.00	1,602	\$421,454.37
Jan - 21	109	\$30,067.00	(\$135.00)	53	\$13,057.00	1	\$165.00	55	\$16,980.00
Feb - 21	128	\$38,831.00	(\$75.00)	37	\$9,475.00	2	\$620.00	89	\$28,811.00
Mar - 21	121	\$35,186.00	(\$135.00)	27	\$6,368.00	1	\$15.00	93	\$28,938.00
Apr - 21	122	\$38,534.00	(\$180.00)	23	\$6,860.00	1	\$280.00	98	\$31,574.00
May - 21	132	\$39,467.00	(\$75.00)	31	\$6,557.52	0	\$0.00	101	\$32,984.48
Jun - 21	115	\$31,564.00	(\$30.00)	30	\$6,657.35	2	\$324.00	83	\$24,612.65
Jul - 21	136	\$37,976.00	(\$75.00)	31	\$7,899.88	0	\$0.00	105	\$30,151.12
Aug - 21	175	\$56,471.00	(\$75.00)	23	\$7,706.00	1	\$130.00	151	\$48,710.00
Sep - 21	55	\$18,494.00	(\$45.00)	15	\$5,162.00	0	\$0.00	40	\$13,377.00
Nov - 21	171	\$55,541.00	(\$30.00)	29	\$9,311.60	1	\$439.00	141	\$45,820.40
Dec - 21	214	\$66,221.00	(\$30.00)	26	\$6,043.00	5	\$1,755.00	183	\$58,453.00
2021-cumulative	1,478	\$448,352.00	(\$885.00)	325	\$85,097.35	14	\$3,728.00	1,139	\$360,411.65

Jan - 22	70	\$19,801.00	\$0.00	9	\$1,498.50	0	\$0.00	61	\$18,302.50
Mar - 22	196	\$63,939.00	\$0.00	20	\$4,513.00	0	\$0.00	176	\$59,426.00
Apr - 22	253	\$76,324.00	\$0.00	10	\$2,191.00	1	\$280.00	242	\$73,853.00
May - 22	51	\$12,560.00	\$0.00	0	\$0.00	0	\$0.00	51	\$12,560.00
2022-cumulative	570	\$172,624.00	\$0.00	39	\$8,202.50	1	\$280.00	530	\$164,141.50
GrandTotal-cumulative	18,454	\$4,921,082.14	(\$208,000.00)	6,128	\$1,455,619.44	2,684	\$777,391.17	9,642	\$2,896,071.53

This is a sample of our Actuary Report, which provides a comprehensive look at the City's accounts from placement, any adjustments, dollars collected, and any accounts returned as agreed upon by the City.

P.O. Box 7548
Springfield, OR 97475-0039



Professional Credit Service

December 28, 2021

One Customer
12345 Main St
Springfield, OR 97477-1234

ACCOUNT #: 11238964
PIN: 1234

Total Due: **\$1,946.26**

CONNECT WITH YOUR ACCOUNT

WEB
PCSDirectPay.com

TEXT
Text "Options" to
541-403-8980
(message and data rates may apply)

SCAN


APP



Download on the
App Store

Download
the App



GET IT ON
Google play

Search for
"PCSDirectPay"

The account(s) listed in this letter has been referred for collection to Professional Credit Service.

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

Creditor	Original Acct#	Professional Acct#	Principal	Interest	Referred Interest/Fee	Total
CENTRAL MEDICAL	17812345	06712345	\$100.00	\$25.00	\$10.51	\$135.51
NORTHSIDE CLINIC	88012345	10065443	\$500.00	\$37.05	\$8.70	\$545.75
GENERAL MEDICAL HOSPITAL	11012345	11238964	\$1,000.00	\$255.00	\$10.00	\$1,265.00
Total Due: \$1,946.26						

This is a sample of our Full Collection Validation Letter. This is the first letter a consumer will receive to notify them that the account has been transferred to Professional Credit for collections.

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

NOTICE: SEE REVERSE FOR IMPORTANT INFORMATION

HAW/003 706109400939 3/000002/1
 ▲ *** PLEASE RETAIN THIS PORTION FOR YOUR RECORDS *** ▲
 ▼ ***PLEASE RETURN THIS PORTION OF THE NOTICE WITH YOUR PAYMENT*** ▼

Change of Address Information - Please Complete

Address: _____

City: _____ State : _____ Zip: _____

Home Phone: _____

Work Phone: _____

Phone hours (PST): Mon-Thu 5:00 am - 7:00 pm
 Fri 5:00 am - 5:00 pm
 Sat 9:00 am - 1:00 pm

Toll Free (800) 555-1234 Para Español (888) 927-3512

We also accept money orders and MoneyGram®.

Our nearest physical location is:
 400 International Way, Ste 100
 Springfield, OR 97477-7002

Account #: 11238964
 One Customer
 Total Due: \$1,946.26

Accounting Department
 P.O. Box 7548
 Springfield, OR 97475-0039

		AMOUNT
PAYMENT	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard	
CARD NUMBER		CCV# <small>(On Back of Card)</small>
SIGNATURE		EXP. DATE

P.O. Box 7548
Springfield, OR 97475-0039



Professional Credit Service

December 28, 2021

One Customer
12345 Main St
Springfield, OR 97477-1234

ACCOUNT #: 11238964
PIN: 1234

Total Due: **\$1,946.26**

CONNECT WITH YOUR ACCOUNT

WEB
PCSDirectPay.com

TEXT
Text "Options" to
541-403-8980
(message and data rates may apply)

SCAN


APP



Download on the App Store

Download the App



GET IT ON Google play

Search for "PCSDirectPay"

WE CAN HELP CREATE A SOLUTION

We have previously sent you notice on this account and it is still not resolved.

We understand financial challenges, and want to help you find a solution through an affordable payment plan that fits your budget. However, we can't help if you don't contact us.

We've also made several videos available at www.pcsdirectpay.com to help you understand how to establish a payment plan online, and what some of the processes are now that your account is in collections.

Creditor	Original Acct#	Professional Acct#	Principal	Interest	Referred Interest/Fee	Total
CENTRAL MEDICAL	17812345	06712345	\$100.00	\$25.00	\$10.51	\$135.51
NORTHSIDE CLINIC	88012345	10065443	\$500.00	\$37.05	\$8.70	\$545.75
GENERAL MEDICAL HOSPITAL	11012345	11238964	\$1,000.00	\$255.00	\$10.00	\$1,265.00

Total Due: \$1,946.26

This is a sample of our Second Letter. This letter serves as a follow up to the Full Collection Validation Letter, sent only if there is no response from the consumer. Every letter Professional Credit sends will include a QR codes, which allows consumers to self-serve.

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

NOTICE: SEE REVERSE FOR IMPORTANT INFORMATION

HAW/004 706109401093 35/0000018/1
 ▲ *** PLEASE RETAIN THIS PORTION FOR YOUR RECORDS *** ▲
 ▼ ***PLEASE RETURN THIS PORTION OF THE NOTICE WITH YOUR PAYMENT*** ▼

Change of Address Information - Please Complete

Address: _____

City: _____ State : _____ Zip: _____

Home Phone: _____

Work Phone: _____

Phone hours (PST): Mon-Thu 5:00 am - 7:00 pm
 Fri 5:00 am - 5:00 pm
 Sat 9:00 am - 1:00 pm

Toll Free (800) 555-1234 Para Español (888) 927-3512

We also accept money orders and MoneyGram®.

Our nearest physical location is:
 400 International Way, Ste 100
 Springfield, OR 97477-7002

Account #: 11238964
 One Customer
 Total Due: \$1,946.26

Accounting Department
 P.O. Box 7548
 Springfield, OR 97475-0039

PAYMENT		AMOUNT
<input checked="" type="checkbox"/> VISA <input type="checkbox"/> MasterCard		
CARD NUMBER		CCV# <small>(On Back of Card)</small>
SIGNATURE		EXP. DATE