Travis County Commissioners Court Agenda Request

Meeting Date: April 15, 2014
Prepared By/Phone Number: Michael Long 854 4850; Marvin Brice 854 9765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Awards for third party collections of fines and fees, RFS 1401-003-ML, to the two highest ranked proposers, Linebarger Goggan Blair & Sampson, LLP and Gila Corporation dba Municipal Services Bureau (MSB)**.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

  On February 12, 2014 a Request for Services No. 1401-003-ML, third party criminal fines and fee collection services for Justice Courts was issued and three responses were received on March 5, 2014.

  An evaluation team comprised of representatives from PBO, Tax Office, Auditors Office, and JP2, on behalf of the other four JP Offices, met to discuss and evaluate the proposals.

  As a result of the scoring, two offeror's proposals were considered superior proposals as their scores were only 1.68 points difference out of 500.

  The Purchasing Agent requests approval for award of two contracts to be issued to both Linebarger Goggan Blair & Sampson, LLP and MSB for third party collections of fines and fees for justice courts.

- **Contract-Related Information:**
  Award Amount: N/A
  Contract Type: Professional Services
  Contract Period: April 15, 2014 – April 14, 2016

- **Contract Modification Information: N/A**

  Modification Amount:
  Modification Type:
  Modification Period:

- **Solicitation-Related Information:**

  Solicitations Sent: 36 Responses Received: 3

  HUB Information: N/A % HUB Subcontractor: N/A

- **Special Contract Considerations: N/A**

  ☐ Award has been protested; interested parties have been notified.

  ☐ Award is not to the lowest bidder; interested parties have been notified.

  ☐ Comments:

- **Funding Information:**

  ☐ SAP Shopping Cart #:

  ☐ Funding Account(s):

  ☐ Comments: The Contractors fees will be paid from proceeds of monetary collections.

MEMORANDUM

TO: Members of the Commissioners Court

From: Members of the Fine and Fee Collection Services Committee for Justice Courts, Joe Alvarado and Renea Deckard

Date: 03/24/2014

Re: Contract Recommendation for Criminal Fine and Fee Collection Services for Justice Courts

Based on the results from the evaluation criteria matrix and six year of experience working with these private vendors, the RFS Evaluation Committee supports awarding a contract to the top two firms, Linebarger Goggan Blair & Sampson, LLP and Municipal Services Bureau. Both firms agree to continue following all items as stipulated in the contracts.

The committee is confident that working with multiple vendors will keep both firms competitive and produce better collection results for the County.

RFS No. 1401-003-ML, Criminal Court Fines and Fees Collection Services
EVALUATION CRITERIA MATRIX

MEMBER	EVALUATION CRITERIA	MSB	Linebarger	Pioneer	
	Offeror's qualifications, basic business considerations, legal considerations, size and scope of local office, collections expertise				
A	Total points (Maximum 200 points)	180.00	160.00	125.00	
B	Total points (Maximum 200 points)	200.00	200.00	160.00	
C	Total points (Maximum 200 points)	200.00	200.00	120.00	
D	Total points (Maximum 200 points)	178.00	190.00	135.00	
E	Total points (Maximum 200 points)	200.00	200.00	135.00	
F	Total points (Maximum 200 points)	170.00	185.00	65.00	
	AVERAGE	**188.00**	**189.17**	**123.33**	
	Method of performing work				
A	Total Points (Maximum 100 points)	85.00	85.00	65.00	
B	Total Points (Maximum 100 points)	100.00	100.00	100.00	
C	Total Points (Maximum 100 points)	100.00	100.00	100.00	
D	Total Points (Maximum 100 points)	95.00	98.00	95.00	
E	Total points (Maximum 200 points)	90.00	95.00	80.00	
F	Total Points (Maximum 100 points)	75.00	75.00	75.00	
	AVERAGE	**90.83**	**92.17**	**85.83**	
	Reporting capacity				
A	Total Points (Maximum 100 points)	85.00	90.00	70.00	
B	Total Points (Maximum 100 points)	100.00	100.00	100.00	
C	Total Points (Maximum 100 points)	100.00	100.00	100.00	
D	Total points (Maximum 200 points)	95.00	95.00	95.00	
E	Total Points (Maximum 100 points)	100.00	100.00	90.00	
F	Total Points (Maximum 100 points)	75.00	75.00	50.00	
	AVERAGE	**92.50**	**93.33**	**84.17**	
	Computer network				
A	Total Points (Maximum 50 points)	45.00	40.00	35.00	
B	Total Points (Maximum 50 points)	50.00	50.00	50.00	
C	Total Points (Maximum 100 points)	100.00	100.00	100.00	
D	Total Points (Maximum 50 points)	50.00	50.00	50.00	
E	Total Points (Maximum 50 points)	50.00	50.00	50.00	
F	Total Points (Maximum 50 points)	50.00	40.00	50.00	
	AVERAGE	**57.50**	**55.00**	**55.83**	
	Proposed fee structure				
A	Total Points (Maximum 50 points)	40.00	45.00	35.00	
B	Total Points (Maximum 50 points)	50.00	50.00	50.00	
C	Total Points (Maximum 100 points)	100.00	100.00	100.00	
D	Total Points (Maximum 50 points)	50.00	50.00	50.00	
E	Total Points (Maximum 50 points)	50.00	50.00	50.00	
F	Total Points (Maximum 50 points)	45.00	45.00	40.00	
	AVERAGE	**55.83**	**56.67**	**54.17**	
	GRAND TOTAL	**$484.66**	**$486.34**	**$403.33**	

CONTRACT FOR COLLECTION OF DELINQUENT FINES AND FEES BETWEEN LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AND TRAVIS COUNTY

This Contract is entered into by the following parties:

Travis County, a political subdivision of Texas ("County")

and

Linebarger Goggan Blair & Sampson, LLP, a Texas limited partnership ("Contractor")

PART I
RECITALS

Travis County implemented a central collections program for the Justice Courts in April, 2006. The title of this program is Collection of Delinquent Criminal Fines and Fees for Travis County Justice Courts. This program is implemented by Travis County Central Collections ("TCCC"), a special unit in the Tax Assessor-Collector's Office.

TCCC collects current cases with payment plans and delinquent cases for the Justices of the Peace. These cases include both adjudicated and non-adjudicated cases. For delinquent Class C misdemeanors, the cases are sent to the TCCC after:

1) a Failure to Appear (FTA) has been issued, if appropriate, or violations of promise to appear
2) they have been submitted to the Texas Department of Public Safety (DPS) under the Omni FTA Program, if appropriate,
3) a warrant is issued, if appropriate, and
4) the Constable's Office has had an appropriate amount of time to serve any warrants issued.

The purpose of this contract is to provide collection services for past due or delinquent accounts for criminal fines and fees for the Travis County Justice of the Peace Courts both from cases to which the Statutory Fee may be added and from cases to which the Statutory Fee may **not** be added after TCCC has completed its initial collection efforts.

To obtain these services, County has distributed RFS # 1401-003-ML Criminal Court Fine and Fee Collection Services. The services provided under this agreement are considered personal or professional services.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOC. GOV'T CODE ANN., § 262 et seq. Contractor will provide the professional services.

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The parties agree to the terms and conditions stated in this contract.

AGREEMENT

PART II
SCOPE OF WORK

1.0 CONTRACT TERM

1.1 The term of this contract begins March 7, 2014, and continues for two (2) years.

1.2 Contractor grants County three (3) one (1) year options to extend the Contract. All terms and conditions including the fees payable but excluding the expiration date of the contract term remain unchanged and in full force. The options, if exercised, may be unilaterally executed by County no sooner than ninety (90) Days prior to the expiration of this contract and no later than the final Day of the contract term. Failure by County to exercise any of the above options to extend shall require this contract to expire at the end of the then current contract term. The total term of this contract, including all extensions as a result of exercised options, shall not exceed five (5) years.

2.0 DISTRIBUTION OF CASES

2.1 Contractor acknowledges that County has contracted with more than one respondent to the Request for Services #1401-003-ML. Contractor acknowledges and expressly agrees that it is not possible to distribute the cases to be sent to a vendor for collection in a manner that will result in each respondent with which County contracts receiving exactly the same number of cases with exactly the same amount of funds to be collected on each case and that many details related to the cases and their collectability may differ. Contractor further acknowledges and expressly agrees that because the factors to be considered in distributing the cases are applied to each batch of cases, it may not be possible to achieve all or even most of the goals in each batch.

2.2 Contractor expressly acknowledges that distributing the cases to be sent to a vendor for collection by means of a computer program that considers the following factors as goals for each batch distributed is an equitable way to distribute cases:

2.2.1 Each individual who has one or more cases to be sent to a vendor for collection is given a unique PID (personal identification number) and all cases for a single PID are referred to the same contractor for both efficiency of collections and good public relations.

2.2.2 Cases to be sent to a vendor for collection are distributed to each contractor

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in each batch so that the total amount collectable from all cases distributed to each contractor is not significantly different from the amount collectable from cases distributed to other contractors.

2.2.3 To the extent possible based on the number of cases in each batch and amounts due on each case, after the amount collectable is considered, cases to be sent to a vendor for collection are distributed to each contractor in each batch so that the total number of cases distributed to each contractor is as similar as possible with a goal that the number not be significantly different.

2.2.4 To the extent possible based on the number of cases in each age category below that are in each batch and the amount due on each case, cases to be sent to a vendor for collection are distributed to each vendor in each batch so that the number of cases distributed to each contractor in each of the following age brackets and the amount due on each case is as similar as possible with a goal that the number and amount not be significantly different where age is determined by the date of the offense resulting in the fine or fee:

2.2.4.1 less than 365 Days
2.2.4.2 1 to 2 years
2.2.4.3 2-3 years
2.2.4.4 3-5 years
2.2.4.5 cases more than 5 years and after June 18, 2003
2.2.4.6 cases before June 18, 2003 or to which the Statutory Fee does not apply

2.2.5 To the extent possible based on the number of cases to be sent to a vendor for collection by each justice court participating in the Collection of Delinquent Criminal Fines and Fees for Travis County Justice Courts program, the number of cases and amount collectable distributed to each contractor from each court is as similar as possible with a goal that the number and amount not be significantly different.

2.3 Contractor agrees not to object to any distribution that is accomplished based on a computer program that is consistent with the factors listed in 2.2.

2.4 Quarterly, TCCC shall review the distribution of cases to be sent to a vendor for collection that has been made in the previous quarter and, if there is evidence of statistically significant inequity in the cumulative distribution, TCCC shall make whatever adjustments to the distribution that it considers necessary and appropriate.

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3.0 LIAISON

3.1 The Title of this Program is Collection of Delinquent Criminal Fines and Fees for Travis County Justice Courts. County appoints TCCC to act as the liaison between the Justices of the Peace and the Contractor for conveying most directions under this contract.

3.2 Appointment of Liaison. County appoints TCCC to act as the liaison between the Justices of the Peace and the Contractor for conveying most directions under this contract.

3.3 Request for Information. Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this contract to TCCC and may rely on all factual information supplied by TCCC in response to these requests. However, TCCC shall not serve as the agent of Travis County or the Travis County Commissioners Court or any Travis County Justice of the Peace for any other purpose than conveying factual information.

3.4 Questions. Contractor shall be available to the Commisioners Court, the Travis County Judge and Commissioners, the Justices of the Peace, or their representatives at any time for questions about the services being performed under this Contract.

4.0 ACKNOWLEDGEMENT OF CONTRACTOR

4.1 Contractor acknowledges that that the Justices of the Peace in Travis County have the sole and absolute authority to determine which cases and criminal complaints are referred to TCCC for collection and whether these cases and criminal complaints are later referred to Contractor. Contractor acknowledges that the Justices of the Peace in Travis County have the sole and absolute authority to determine which cases and criminal complaints are recalled from collection by Contractor and the cases and criminal complaints for which the duration of the collection services are extended. Contractor acknowledges that each court that county authorizes to participate in this Contract has absolute discretion as to what policies and procedures Contractor must follow in providing collection services. TCCC acts as the liaison between the Justices of the Peace and the Contractor for conveying most directions under this contract.

5.0 CASE REFERRAL CRITERIA

5.1 County makes no guarantee about the number, type, dollar amount, or collectability of fines and/or fees from cases that are referred to Contractor. TCCC may refer the following types of cases to Contractor for collection:

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5.1.1 Class C Criminal Misdemeanor cases which have been adjudicated and have delinquent fines and/or fees, and

5.1.2 Class C Criminal Misdemeanor cases which have not been adjudicated which may include a charge of Failure to Appear or Violation of Promise to Appear.

5.2 TCCC may refer cases to the Contractor on a daily basis, Monday-Friday, excluding County holidays.

5.3 TCCC may at any time, and for any reason, recall a case or group of cases from Contractor.

6.0 COLLECTION FEE

6.1 The outstanding balance on cases referred to Contractor by TCCC will include the Statutory Fee of 30% when allowed by the Code of Criminal Procedure, Art. 103.0031.

6.2 Contractor shall not increase the outstanding balance on cases referred to Contractor by TCCC when the Code of Criminal Procedure, Art. 103.0031 does not authorize a collection fee for that case.

6.3 Contractor shall comply with all statutes in effect at the time of collection that are related to services under this contract and Contractor shall not collect any fees on cases referred to Contractor by TCCC in excess of the fees allowed by all statutes in effect and related to services under this contract.

7.0 ACTIVITY OF CONTRACTOR

7.1 Contractor shall facilitate locating defendants and obtaining payment of fines and fees within two years after the date on which the case is referred to Contractor. If Contractor is unable to locate the defendants within two years, Contract shall continue to Contractor shall facilitate locating defendants and obtaining payment of Fines and Fees as long as the contract continues. Contractor must correctly update each case from the daily transmission from TCCC.

7.2 Before correspondence is sent to any defendant, Contractor shall obtain approval of the format and language of all written correspondence regularly sent to defendants directly from the Justice of the Peace who referred the case and Contractor shall notify the Justice of the Peace who referred the case if issues arise in the correspondence with a defendant related to the Fair Debt Collection Practices Act.

7.3 Contractor shall not initiate contact with the defendant in person outside of the Contractor's place of business or County's place of business or the Justice of the

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Peace's place of business.

7.4 Contractor shall use due diligence, reasonable, and ethical collections methods, and employ only lawful means to collect the Fines and Fees referred to the Contractor by TCCC.

7.5 If Contractor receives full payment of a case balance, Contractor shall notify TCCC of receipt of the full payment with all information necessary to identify the case by 6 a.m. on the first Working Day following receipt of the payment so that, if applicable, a DPS OMNI Program flag can be removed from the defendant's driver's license and an outstanding warrant can be recalled.

7.6 If TCCC refers any cases to which the collection fee authorized under the Code of Criminal Procedure, Art. 103.0031 may not be added to the entire outstanding balance, Contractor shall not apply a collection fee to any portion of the outstanding balance in excess of fine balance outstanding. Despite the limitation on the collection fee, Contractor shall collect the entire Fine and Fee balance.

7.7 Contractor shall cease any and all written or telephone contacts with the defendant upon any of the following events:

7.7.1 full payment of the Fines and Fees,

7.7.2 the recall of a case from the Contractor by TCCC,

7.7.3 the termination of this contract.

7.8 Contractor shall maintain full electronic compatibility with County's current computer systems and with any other system that County may implement during the term of this contract. Contractor is responsible for and shall bear all financial costs of ensuring full electronic compatibility with County's current systems and with any other system that County may implement during the term of this contract.

7.9 Contractor shall make and maintain books, documents, and other relevant information pertaining to the collections carried out and the expenses incurred under this contract and make them available for inspection, audit or reproduction by any authorized representative of County or any external auditor representing County.

7.10 Contractor shall pay all costs associated with all its collection efforts and activities under this contract and its collection efforts. Contractor is responsible for costs and losses incurred as a result of any insufficient fund checks and credit card reversals. Contractor may pursue collection of any dishonored payments and costs associated with these on its own behalf.

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8.0 DEFENDANT PAYMENTS

8.1 Initially, Contractor shall direct defendants to make all payments of Fines and Fees to TCCC.

8.2 When, despite these directions, Contractor receives a payment from a defendant by any means, including in person, by mail, through a telephone credit card or through an EFT transaction, no later than the end of the first Working Day after receipt, Contractor shall pay County through TCCC by means of an Automated Clearing House transaction the full amount received without an offset for Statutory Fees payable to Contractor or any other deduction, and send TCCC a spreadsheet report to the current email address provided by TCCC with the following information for each defendant payment forwarded to TCCC that Day:

8.2.1 Amount to be applied to each case,

8.2.2 Case number, and

8.2.3 Name of defendant.

8.3 If, at any time during the contract, County, at its sole discretion, determines that it is feasible or cost-effective or necessary as a result of either County's case management and accounting systems or best practices for Contractor to become the primary recipient of payments on cases referred to Contractor by TCCC, and County gives Contractor at least 30 Days written notice of its determination, Contractor shall make all changes necessary to become the primary recipient of payments on cases referred to Contractor by TCCC after the thirtieth (30th) Day after receipt of the written notice, and direct defendants to make all subsequent payments of criminal Fines and Fees to TCCC.

9.0 BUSINESS RECORDS AND AUDITS

9.1 In this section, "Collection Records" includes at least receipts, copies of checks, money orders and other payments received, account receivable records, bank account records and other documents of business related to providing the collection services.

9.2 Contractor must maintain **Travis County Collection Records** for each Day of collection period in accordance with generally accepted accounting principles, a full, complete, and accurate permanent record and account of all collections and of all sums of money paid or payable for or on account or arising out of collections conducted on behalf of County.

9.3 Contractor must preserve Collection Records and supporting documents for thirty-

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six (36) months after the expiration of the contract or until an audit is completed and all requested questions arising from it are resolved, whichever occurs later. The records will be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

9.4 Access. At reasonable times and on reasonable notice, Contractor shall make available to County or its duly authorized representatives any information and documentation in Contractor's possession or control, which directly pertains to Services for audits, examinations, excerpts, and transcriptions for as long as Contractor has access to the information and documentation.

9.5 Duplication of information and documentation. Contractor shall provide copies of information and documentation to County upon written request to Contractor at a cost based on the rates applicable to copies provided pursuant to the Texas Public Information Act.

9.6 Inclusion of Provisions. Contractor shall include provisions set forth in 9.0 of this contract in all subcontracts.

10.0 INFORMATION IN CASE FILES OR USED IN COLLECTION OF CRIMINAL FINES AND FEES

10.1 In 10.1 through 10.4, "Case Information" means all information about cases referred to Contractor by TCCC and contained in the court file of the Justice of the Peace, or otherwise supplied to the Contractor by the Justice of the Peace or TCCC.

10.2 Contractor acknowledges that the Justice of the Peace from whose court a case originated has the sole authority under Texas Government Code, title 2, subtitle G, appendix B, Code of Judicial Conduct, Canon 3 (c)(5), Rule 12 to determine what Case Information may be released.

10.3 Unless given express written consent by the Justice of the Peace who is currently presiding over the case Contractor shall:

10.3.1 keep confidential all Case Information,

10.3.2 **not** disclose any to any person associated with Contractor or any third party who is not directly involved in providing the services under this contract,

10.3.3 **not** include any Case Information in any data base that is shared with any third party or any person associated with Contractor who is not directly involved in providing the services under this contract,

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10.3.4 **not** use any Case Information for any purpose other than the collection of the delinquent criminal fines and fees,

10.3.5 **not** sell, trade, or otherwise provide any Case Information in any data base that is shared with any entity not a party to this contract or any person associated with Contractor who is not directly involved in providing the services under this contract.

10.4 **Any unauthorized use or disclosure of Case Information is a breach of the contract and may result in the immediate termination of the contract.**

10.5 Required Provision for Subcontractors. If a subcontractor provides services in relation to the contract, Contractor shall include provisions in its contract with the subcontractor that require the subcontractor to comply with the confidentiality provisions in this section 10.0 of this contract.

11.0 CHANGES OF STATUS IN CASES: ACTIVE TO INACTIVE TO ACTIVE

11.1 Contractor acknowledges that a case is no longer delinquent when any of the following actions occur:

11.1.1 the Justice of the Peace orders a payment plan;

11.1.2 the defendant posts a bond;

11.1.3 the Justice of the Peace extends the defendant's time to pay;

11.1.4 the Justice of the Peace dismisses the case;

11.1.5 the Justice of the Peace orders community service, restitution, or full credit for time served in lieu of payment; or

11.1.6 the Justice of the Peace makes any order that in the interest of justice results in the case no longer being delinquent.

11.2 Contractor acknowledges that a case may become delinquent when any of the following actions occur:

11.2.1 the Justice of the Peace rescinds a payment plan;

11.2.2 the Justice of the Peace revokes or forfeits a bond;

11.2.3 an extension of the defendant's time to pay has expired;

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11.2.4 the Justice of the Peace rescinds a defendant's right to perform community service, or provide restitution for failure to conform to the terms of a court order; or for any other reason or

11.2.5 the Justice of the Peace makes any order that in the interest of justice results in the case being delinquent.

11.3 If information in the daily transmission from TCCC indicates that the delinquent status of any case referred to Contractor by TCCC has changed, Contractor shall correctly update each case based on the information in the daily transmission. Contractor shall initiate, deactivate, reactivate, or return cases to TCCC as appropriate based on the information provided in the daily transmission from TCCC.

11.4 If information in the daily transmission from TCCC indicates that a case referred to Contractor by TCCC is no longer delinquent, Contractor shall cease all collection efforts as soon as Contractor receives the transmission from TCCC.

11.5 If information in the daily transmission from TCCC indicates that a case referred to Contractor by TCCC again becomes delinquent, Contractor shall re-activate the case and provide the collection services under this contract.

12.0 CONTRACTOR REPORTS

12.1 Contractor shall provide a monthly report to each Justice of the Peace about the cases referred to Contractor that originated in the court of that Justice of the Peace no later than the 10th of each month for the preceding calendar month. The report shall be in paper format unless Contractor and the Justice of the Peace determine that there is an electronic format and delivery method that is acceptable to the Justice of the Peace and the County Information Technology staff responsible for network security. If an acceptable electronic format and delivery method is confirmed in writing by Justice of the Peace and County, Contractor may commence reports in that manner. This report to each Justice of the Peace shall include at least the following information about each case from the court of that Justice of the Peace:

12.1.1 the total number of contacts attempted (written and telephonic) for each case,

12.1.2 the total number of cases that have been deactivated, reactivated or returned to the Justice of the Peace since the previous report,

12.1.3 the amount collected for each case,

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12.1.4 the outstanding balance for each case for which a payment was collected and remitted to TCCC, and

12.1.5 if no collections are completed during any month, a negative collection report.

12.2 Contractor shall provide monthly reports to TCCC about all cases referred to Contractor no later than the 10th of each month for the preceding calendar month. This report shall include copies of the reports provided to each Justice of the Peace and a summary report of the combined totals for all cases referred to Contractor through TCCC including at least the following information:

12.2.1 the total number of contacts attempted (written and telephonic) for each case for all cases referred by County,

12.2.2 the total number of referred cases that have been deactivated, reactivated or returned to the County since the previous report,

12.2.3 the amounts collected for each case for all cases referred by County,

12.2.4 the outstanding balance for each case for which a payment was collected and remitted to TCCC for all cases referred by County, and

12.2.5 if no collections are completed during any month, a negative collection report.

12.3 Contractor shall provide a quarterly Collection Rate Summary Table to each Justice of the Peace about the cases referred to Contractor by TCCC for that Justice of the Peace no later than the 10th of April, July, October, and January for the preceding calendar quarter. The Collection Rate Summary Table shall be in the form in Attachment A. The table shall include total collections for cases referred for each Justice of the Peace.

12.4 Contractor shall provide a quarterly Collection Rate Summary Table to TCCC about all cases referred to Contractor by TCCC no later than the 10th of April, July, October, and January for the preceding calendar quarter. The Collection Rate Summary Table shall be in the form in Attachment A. The table shall include total collections for all cases referred by TCCC.

12.5 TCCC shall provide the daily transmission to Contractor in a County-selected electronic format.

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12.6 Addresses For Reports To Justices Of The Peace

12.6.1 Contractor shall submit the reports to the Justice of the Peace, Precinct One at the following address:

Judge Yvonne M. Williams (or her successor in office)
Justice of the Peace, Precinct One
P.O. Box 1748
Austin, Texas 78767

12.6.2 Contractor shall submit the reports to the Justice of the Peace, Precinct Two at the following address:

Judge Glenn Bass (or his successor in office)
Justice of the Peace, Precinct Two
P.O. Box 1748
Austin, Texas 78767

12.6.3 Contractor shall submit the reports to the Justice of the Peace, Precinct Three at the following address:

Judge Susan K. Steeg (or her successor in office)
Justice of the Peace, Precinct Three
P.O. Box 1748
Austin, Texas 78767

12.6.4 Contractor shall submit the reports to the Justice of the Peace, Precinct Four at the following address:

Judge Raùl Arturo González (or his successor in office)
Justice of the Peace, Precinct Four
P.O. Box 1748
Austin, Texas 78767

12.6.5 Contractor shall submit the reports to the Justice of the Peace, Precinct Five at the following address:

Judge Herb Evans (or his successor in office)
Justice of the Peace, Precinct Five
P.O. Box 1748
Austin, Texas 78767

12.7 Address for Reports to TCCC. Contractor shall submit the reports to TCCC at the following address:

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Travis County Tax Assessor Collector
Travis County Centralized Collections
P.O. Box 1748
Austin, Texas 78767

12.8 Questions. Contractor shall be available to the Commissioners Court, the Travis County Judge and Commissioners, the Justices of the Peace, or their representatives at any time for questions about the services being performed under this Contract.

PART III
GERNERAL PROVISIONS

13.0 CONTRACTOR RESPONSIBILITIES:

13.1 Timeliness of Services. Contractor shall perform the Services in a timely manner.

13.2 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other entities as reasonable and necessary and as required by the Project Manager.

13.3 Personnel Used. Contractor expressly acknowledges that, in entering into this Contract, County has relied on the representations of Contractor about the persons who will be performing the Services and their qualifications. Contractor shall ensure that all work done is done by the employees or members of Contractor that are presented as performing the Services in Contractor's proposal. If County is dissatisfied with the performance of any person regularly assigned to work for County, this person will be replaced by a person acceptable to County. Contractor shall not use any other person to provide Services unless, before providing Services, the Purchasing Agent approves the person at the request of Project Manager.

13.4 Professional Qualifications. At all times during Contract, Contractor shall maintain in good standing its professional license and accreditations applicable to Services. Contractor shall perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall Notify County within two (2) Working Days if any adverse action related to its professional license and accreditations occurs.

13.5 Right to Contractual Material. All work products created or produced by Contractor as a result of Services, including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material are the property of the County at the time of creation. Any intellectual property rights granted to the County survive the termination of this Contract and endure for the useful life of the contractual material and other intellectual property rights provided.

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13.6 Rights to Contractor's Work Products. Upon full payment, Contractor assigns to County any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the work products developed or prepared specifically for County under this Contract. The work products exclude all third party works and products whether or not included or embedded in the Contractor's work products. The work products are deemed to be "works made for hire" under the federal copyright laws. Contractor shall give County reasonable assistance, at County's expense, to perfect this assignment of these rights, title and interest. However, if the work products include intellectual property owned or developed by Contractor before and independent from, its obligations under this Contract, Contractor retains all rights to that previous and independent product. In addition, Contractor retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the Services.

13.7 Standard of Care. Despite anything to the contrary in this Contract, Contractor shall perform all Services using at least the standard of care that a reasonably prudent person in that profession in Travis County, Texas would use in similar circumstances. This Contract shall not be construed to relieve Contractor of this duty.

13.8 Possible Benefit to Contractor. Contractor shall expressly advise Commissioners Court of any direct or indirect benefit to Contractor or any member or employee of Contractor that is likely to result from any actions recommended by Contractor.

13.9 Ethical Standards. Contractor shall perform the Services and exercise all discretionary powers in a manner consistent with applicable standards of professional conduct and ethics and Contractor's best professional judgment.

13.10 Civil Rights/ADA Compliance. In relation to performing the Services, Contractor shall not discriminate against any applicant, employee, patient or other person on the basis of race, color, religion, sex, age, national origin or disability and provide all accommodations for disability required by the Americans with Disabilities Act.

13.11 Return of County Equipment and Access Keys. At the end of this Contract, Contractor shall return property of any kind, including all keys, access cards and other means of access to county buildings and other property that have been provided to it or its staff. Contractor shall not permit its employees to take or retain any County property or any property of County employees.

13.12 Legal Compliance. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of all Services.

13.13 Conflict of Interest Questionnaire. If required by law, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of

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the Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to this questionnaire on the official Travis County website.

13.14 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Contract Attachment C whenever there is a change in status.

14.0 CONTRACTOR ACKNOWLEDGMENTS, REPRESENTATIONS & WARRANTIES

14.1 Limit of Authority of County Representatives. Contractor acknowledges that no officer, agent, employee, or representative of County has any authority to change this Contract, to approve assignment of any part of it, or to waive any provision of it unless expressly granted that specific authority by Commissioners Court.

14.2 Independent Contractor. Contractor acknowledges that Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Contractor acknowledges that neither it nor its employees are an employee of County, and Contractor and its employees do not gain any rights against County pursuant to the County personnel policies and procedures.

14.3 No Agency Relationship. Contractor acknowledges that it does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

14.4 Contractor Copyrights, Patents, and Licenses. Contractor represents that all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Contract have been adhered to, and warrants that the County is not liable for any infringement of those rights.

14.5 Understanding of Requirements. Contractor represents that it has thoroughly examined the technical requirements, performance parameters, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding technical requirements, performance parameters for delivery of material, equipment and/or services as required by this contract.

14.6 Financial Status. Contractor represents that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.

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14.7 Truth of Proposal. Contractor warrants that all of the information provided in its proposal is true and correct and that Contractor will use its best efforts to provide quality service to County.

14.8 Compliance with Licensure Requirements. Contractor warrants that Contractor is current in payment and in good standing under all licensure requirements applicable to its business and the Services to be provided under this contract pursuant to all federal and state statutes, rules and regulations.

14.9 Performance of Professional Services. The Contractor warrants that it will undertake no task for which a professional license or certificate is required, unless Contractor or someone under Contractor's direction is appropriately licensed. If such licensed individual's license expires, is revoked, or is cancelled, Contractor shall inform the County within five (5) working Days. Contractor shall perform all services and responsibilities required of the Contractor under this contract in a professional manner at a standard acceptable for similar services in Travis County and in a prompt and efficient manner. Nothing in this contract shall be construed to relieve the Contractor of this duty.

14.10 Payment of Property Taxes. Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor-Collector.

14.11 Commissions. Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee income, supplemental income, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. If Contractor violates this warranty, Contractor is subject to termination of this Contract without recourse or compensating County for the full amount of such commission, percentage, brokerage, or contingent fee at County's discretion.

14.12 Gratuities. Contractor warrants that Contractor and any one acting on behalf of Contractor has not offered or given any gratuities of any kind including entertainment, or gifts to any County official or employee with a view toward securing favorable treatment with respect of this Contract.

14.13 Lobbying with Federal Funds. Contractor warrants that Contractor has not paid and will not pay, and no one else has paid or will pay on behalf of Contractor, any federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any

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federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

14.14 Covenant Against Contingent Fees. Contractor warrants that no persons or selling agency has been retained to solicit this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County may terminate this contract without liability, or in its discretion may, as applicable, add to or deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 RISK ALLOCATION

15.1 Definition of Claim. In sections 15.2 and 15.3, "Claim" means any negligence, cause of action, suit, proceeding before any administrative agency, loss, damages, or liability of any kind, including all expenses of litigation, court costs and attorney's fees.

15.2 Indemnification.

15.2.1 Contractor shall indemnify and hold harmless County, its officers, agents, and employees, from all Claims for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the Services.

15.2.2 Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all Claims for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, copyrights or other intellectual property rights applicable to materials used in and work products arising from this Contract.

15.3 Claims Notification. If Contractor receives notice or becomes aware of any Claim against Contractor or County, without regard to who brought it, Contractor shall give County Notice within three (3) Working Days after Contractor becomes aware of the Claim or threat of Claim. Unless otherwise directed, Contractor shall furnish County copies of all pertinent papers received by Contractor regarding the Claim. Contractor's Notice shall include:

15.3.1 a written description of the Claim;

15.3.2 the name and address of whoever made or threatened to make the Claim;

15.3.3 the basis of the Claim;

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15.3.4 the court or administrative tribunal, if any, where the Claim was instituted; and

15.3.5 the name of any other persons against whom this Claim is being made or threatened.

15.4 Requirement for Insurance. Contractor shall have and maintain at least the minimum types of insurance listed in 15.6 the term of this Contract. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the Services, but not less than the minimum coverage limits listed in Part II. Depending on Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Part II. If County authorizes Contractor to subcontract Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with 15.5 throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the Services that is performed by them and that their insurance complies with sections 15.4 and 15.5 while performing work related to the Services.

15.5 General Insurance Requirements. Contractor shall comply with the following requirements related to insurance:

15.5.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.

15.5.2 Insurance that names Travis County as an additional insured is primary for all claims under it.

15.5.3 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor.

15.5.4 Before Contractor begins Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.

15.5.5 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County

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contract number, all deductibles and self-insured retention, and the following endorsements, if applicable:

15.5.5.1 an endorsement that names Travis County as additional insured where County's interest may lie,

15.5.5.2 an endorsement which makes the insurance primary for all claims,

15.5.5.3 a Waiver of Subrogation endorsement

15.5.5.4 a Thirty (30) Day Notice of Cancellation endorsement

15.5.6 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) Days of the each renewal of insurance during the term of this contract in compliance with Part III.

15.5.7 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.

15.5.8 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the Services have changed or expanded.

15.6 Minimum Coverage. Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy. Contractor acknowledges and shall maintain the following standard minimum insurance coverage applicable to Contractor and any subcontractor performing work related to Services all in compliance with Part II, sections 17.4 and 17.5:

15.6.1 Workers' compensation and employers' liability insurance that meets the following requirements:

15.6.2 Coverage that is consistent with statutory benefits outlined in the Texas Workers' Compensation Act,

15.6.3 Employers' liability limits of:

$500,000 bodily injury each accident,
$500,000 bodily injury by disease, and
$500,000 policy limit.

15.6.4 Policies that are subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

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Waiver of Subrogation (Form 420304), and
Thirty (30) Day Notice of Cancellation (Form 420601).

15.6.5 Commercial general liability insurance that meets the following requirements:

15.6.5.1 Minimum limits for coverage:

$500,000 per occurrence for coverage A for Bodily Injury and Property Damage,
$500,000 per occurrence for coverage B Personal Injury and Advertisement, and
$1,000,000 policy aggregate.

15.6.5.2 Policy that is subject to the laws of the State of Texas and contains the following coverage or is endorsed in favor of Travis County as follows:

Blanket contractual liability for this Contract,
Independent Contractor Coverage,
Waiver of Subrogation (Form CG 2404),
Thirty (30) Day Notice of Cancellation (Form CG 0205), and
Travis County named as additional insured (Form CG 2010).

15.6.6 Business automobile liability insurance that meets the following requirements:

15.6.6.1 As no transportation services of any type are provided for in this contract, and use of motor vehicles is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of $100,000 / $300,000 / $50,000 may be provided in lieu of Business Automobile Liability Insurance.

15.6.6.2 Any Policy under section 15.6.6.1 must be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A), and
Travis County named as additional insured (Form TE 9901B).

15.6.7 Professional liability / E & O insurance that meets the following requirements:

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15.6.7.1 Minimum limit for coverage for malpractice, negligent acts, errors, or omissions and sexual harassment:

$1,000,000 per claim, and
$3,000,000 aggregate.

15.6.7.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (if including) in Commercial General insurance, Form CG 2404 or its equivalent, and

Thirty (30) Day Notice of Cancellation (if including) in Commercial General Insurance, Form CG 2404 or its equivalent.

15.6.7.3 If coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or effective and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and contain both the retroactive date of coverage and the extended reporting date.

15.6.7.4 Any subcontractor who is not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

15.6.8 Blanket Crime Policy Insurance.

15.6.8.1 Contractor shall provide a Blanket Crime Policy with a minimum coverage of $100,000.00.

15.6.8.2 If coverage is written on a claims made policy, the retroactive date shall be prior to the date Services begin under this Contract or the effective date of this Contract, whichever is earlier. Coverage shall include a three-(3) year extended reporting period from the date this Contract expires or is terminated. The Certificate of Insurance shall clarify whether coverage is claims made and shall contain both the

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retroactive date of coverage and the extended reporting period date.

15.6.8.3 Additional insured status for Travis County is **not** required.

15.7 Contractor must mail the Certificate of Insurance, and updates, submitted in compliance with Part IV to the following address:

Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent
RFS # 1401-003-ML
P.O. Box 1748
Austin, Texas 78767

16.0 COMPENSATION AND PAYMENT

16.1 Taxpayer Identification Number. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

16.2 Posting Payments from Contractor. Within two (2) Working Days after receipt of a payment and electronic spreadsheet in compliance with 8.0, TCCC shall post the receipts to the appropriate defendant account in the County computer system.

16.3 Delayed Payment to Contractor Due to Outstanding Debt.

16.3.1 In section 16.4, "Debt" includes delinquent taxes, fines, fees owing to the state or the County, and indebtedness arising from written agreements with Texas or County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

16.3.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of the Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.

16.3.3 If the Treasurer's notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.

16.4 Unauthorized Invoicing. County is not liable for any of the following:

16.4.1 Costs incurred or performances rendered by Contractor before or after the

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Contract term,

16.4.2 Expenses not billed to County within the applicable time limits in this Contract, or

16.4.3 Any costs for activities not included as Services.

16.5 Timing of Payment Due. For cases to which the Statutory Fee can be applied and funds are collected that include the Statutory Fee, County shall pay Contractor on or before the tenth (10th) Working Day of the month for collections posted by TCCC during the previous month for cases referred to Contractor through TCCC regardless of whether payments are made to Contractor, the TCCC, any Justice of the Peace, or any other elected official or office authorized to accept payment of Fines and Fees in each of the following circumstances:

16.5.1 the full Statutory Fee as full payments are remitted to County,

16.5.2 as partial payments are remitted to County a pro-rata portion of the Statutory Fee, and

16.5.3 as partial payments are remitted as a result of a payment plan managed by TCCC which results after the case was referred to Contractor for collection and skip tracing and is active, a pro-rata portion of the Statutory Fee.

16.6 Cases on Which No Fee is Due. If no funds are collected on a case, no fee is due for that case. In addition, no fee is payable to Contractor on cases referred to Contractor through TCCC if either of the following apply:

16.6.1 Judicial decisions result in the County or the Justice of the Peace not receiving payments on cases (such as credit for jail time served, dismissals, waivers, community service, or administrative closure of cases without payment).

16.6.2 A bond is posted and the bond amount is not later converted to a payment of criminal fines and fees.

16.7 Contractor's Fee. "Gross Collections" means the total amount of money received from the collection of Fines and Fees on cases to which the Statutory Fee can legally be added.

16.8 Amount of Payment Due. For the performance of collection services in relation to cases to which the Statutory Fee can be legally added, County shall pay Contractor a collection fee equal to 23.077% of the authenticated Gross Collections rounded up to the nearest cent. For the performance of collection services in relation to cases to

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which the Statutory Fee can **not** be legally added, County shall not pay Contractor any collection fee. The Contractor is entitled only to the amount stated in this paragraph as a fee for the performance of collection services under this contract. Separate line item charges are not permitted for any purposes. Except for the collection fee charged by the Contractor under this contract, County shall not be responsible for any other charges associated with this contract. These fees shall be firm for the duration of this contract.

16.9 Method and Timing of Payment. Payment by County to Contractor shall be made monthly on the 20th of the month for the amount due for Fines and Fees received in the preceding month by check or warrant. Payment shall be deemed to have been made on the date of mailing of the check or warrant.

16.10 Obligation to Pay. County's obligation to make any payment to Contractor is dependent upon completion of the services in a timely, good and professional manner and at a standard acceptable in the collection services in Austin, Texas. County shall pay in compliance with this contract.

16.11 Limit of Liability. County shall not be liable for costs incurred or performances rendered by Contractor before or after the contract period.

16.12 Payment after Termination. If this Contract is terminated prior to completion of the services, compensation for the services performed before the termination will be based on the actual collections performed and uncompensated at the date of termination.

16.12 Return of Overpayment. Contractor is liable to County if and when County determines that a payment has resulted in overpayment. Contractor shall repay the overpayment to County within thirty (30) Days after County requests a repayment. If Contractor does not repay the overpayment within thirty (30) Days, County may offset the amount of any overpayment against the next amount payable to Contractor under this or any other contract.

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17.0 COUNTY TRANSMISSION REPORTS

17.1 TCCC shall generate a report that is transmitted daily. This daily report shall:

17.1.1 identify the cases being referred to Contractor for collection and the Justice of the Peace from which the case originated,

17.1.2 identify cases to be deactivated by Contractor and the Justice of the Peace from which the case originated,

17.1.3 identify cases to be reactivated by Contractor and the Justice of the Peace from which the case originated,

17.1.4 identify cases recalled from Contractor and the Justice of the Peace from which the case originated,

17.1.5 provide a daily status file containing current demographic data, assessments, payments and adjustments.

17.2 If available and permitted by law, TCCC shall provide the following information about the case and the defendant on all cases referred to the Contractor for collection:

17.2.1 Case number

17.2.2 Name of defendant

17.2.3 Address(es)

17.2.4 Phone number(s)

17.2.5 Drivers license number

17.2.6 State of drivers license

17.2.7 Social Security number

17.2.8 Date of birth

17.2.9 Offense code

17.2.10 Description of offense

17.2.11 Date of offense

17.2.12 Balance assessed

17.2.13 Balance reductions to date including both monetary payments and credits resulting from judicial actions

17.2.14 Balance outstanding

17.2.15 Status and number of warrant

17.3 TCCC shall provide the daily transmission to Contractor in a County-selected electronic format. File layout changes may occur annually.

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18.0 CHANGES TO CONTRACTOR'S RIGHTS AND OBLIGATIONS

18.1 Assignment. The parties may not assign any rights or duties in this Contract without the prior written approval of the other party. Contractor may submit a written request for an assignment to the Purchasing Agent with a copy to Project Manager. The Purchasing Agent shall submit requests to the Commissioners Court for appropriate action. If Contractor fails to obtain approval, County may delay payment or exercise other legal or equitable rights. If Contractor assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns. If County assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns.

18.2 Subcontracting. Except as otherwise specifically provided in this Contract, Contractor may not subcontract with any other person to perform any of the Services or other obligations under this Contract. If a subcontract is approved, Contractor shall make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Agreement. Contractor shall obtain county approval of all proposed HUB subcontractors through the Purchasing Agent. If subcontracting is allowed, Contractor must provide for insurance for subcontracts as stated in section 5.4 and Part III and require subcontractors to complete and update a Certification Regarding Debarment on the form in Contract Attachment 3 whenever there is a change in status and provide the Purchasing Agent with copies of these certifications.

18.3 General. Unless specifically provided otherwise in this Contract, any change to this Contract must be in writing and signed by each party.

18.4 Requests for Changes. Contractor shall submit requests for changes to this Contract to the Purchasing Agent with a copy to the Project Manager.

18.5 Purchasing Agent Authority. The Purchasing Agent has certain limited authority to approve changes subject to Chapter 262 of the Texas Local Government Code and County policy approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve certain requests to change this Contract. At any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to approve the change.

18.6 Change of Name. If Contractor's actions require County to recognize a change of Contractor's name, Contractor must notify the Purchasing Agent immediately.

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County does not recognize any change in its Contractor's obligations until Purchasing Agent approves the change.

19.0 DISPUTE RESOLUTION

19.1 Procedure.

19.1.1 Correspondence In this section 19, "Correspondence" means any notice, document, letter, email, or other tangible transfer of information related to an issue and "Dispute Manager" means the Purchasing Agent or other representative authorized by Commissioners Court.

19.1.2 Notice of Dispute. If the Contractor and the Project Manager have been unable to resolve any issue related to this Contract, Contractor may submit a Notice of the dispute to the Dispute Manager. The Notice should contain specific details about the issues and Contractor's preferred resolution of the dispute, including mediation, if desired. The Contractor may include any other relevant information.

19.1.3 Flow of Information. After the Dispute Manager receives the Contractor's Notice, the Dispute Manager represents the County in the administration of the dispute. After this Notice, any additional Correspondence is not effective unless it is directed to or sent by the Dispute Manager. If Contractor disagrees with any Correspondence issued by the Dispute Manager, Contractor shall submit a written response detailing its reasons for disagreement with the Correspondence to the Dispute Resolver and the Project Manager within ten (10) Days after receipt of the Correspondence.

19.1.4 Proposed Resolution. Within thirty (30) Days after the Dispute Manager receives Contractor's response, the Dispute Manager must send a final written proposal for resolution of the dispute to Contractor.

19.1.5 Appeal. If the final written proposal does not resolve the dispute to Contractor's satisfaction, Contractor may submit a written appeal to the Commissioners Court through the Dispute Manager within ten (10) Days after receipt of the unsatisfactory proposal. The Dispute Manager forwards a copy of the appeal to the Project Manager for it to be placed on the Commissioners Court agenda. The Commissioners Court hears the appeal. Contractor may make a presentation at that hearing.

19.2 Mediation. When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain

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confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

19.3 Suspension. After Notice to Contractor, County may suspend this Contract in whole or in part and withhold further payments to Contractor until County and Contractor resolve the issues causing the suspension. Contractor shall not incur additional obligations of Contract funds after receipt of a Notice of suspension until Contractor receives a Notice from County that the issues supporting suspension are resolved to County's satisfaction.

19.4 Non-Waiver of Default. County expressly reserves all its rights under this Contract. Any action that County takes to exercise any right or remedy shall not be interpreted as a waiver of any other rights or remedies or preclude the exercise of any other right or remedy under this Contract or under any law. A payment, act, or omission by County shall not impair or prejudice any of its rights or remedies.

19.5 Cumulative Remedies. The rights and remedies of County under this contract are cumulative. All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise by County, in whole or in part, of any right or remedy under this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any right or remedy be deemed a waiver of any other rights or remedies.

20.0 TERMINATION

20.1 Termination For Convenience. County may terminate this contract at any time by giving Contractor notice of termination at least sixty (60) Days before the effective date of the termination. If County terminates this contract, County is not liable for any loss of profits anticipated by Contractor. Contractor may terminate this contract on the anniversary of the contract by giving the County notice of termination at least one hundred and eighty (180) Days before the effective date of the termination.

20.2 Termination for Default. Any unauthorized use or disclosure of Case Information is a breach of the contract that may result in the immediate termination of the contract. Failure by a contractor or subcontractor to subcontract without complying with the County HUB Procurement Program is a breach of contract. Failure by either party to this contract to perform its obligations under this contract is a breach of this contract. Either party may terminate this Contract for the failure of the other party to perform any specified breach or any other material provision of this Contract by delivering Notice of termination for default. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting party receives that Notice. If County terminates this Contract, County is not liable for any loss of

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profits anticipated by Contractor.

20.3 Funding Out. Despite anything to the contrary in this Contract, if the Commissioners Court fails to provide funding for this Contract during the budget planning and adoption process for the next County fiscal year, County may terminate this Contract after giving Contractor twenty (20) Days' notice that this contract is terminated due to the failure to fund it.

20.4 Gratuities. County may terminate this contract if it is found that gratuities of any kind including entertainment or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County official or employee with a view toward securing favorable treatment with respect to this contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

20.5 Cancellation of Subcontractors. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related solely to the performance of this contract, or the part of this contract to be terminated, and shall cease to incur costs under them. County shall not be liable to Contractor or to Contractor's creditors for costs incurred after termination of this contract.

21.0 FORFEITURE OF CONTRACT BENEFITS

21.1 In section 21.3 and Attachment D, "Is doing business" and "has done business" mean:

21.1.1 paying or receiving in any calendar year any money or valuable thing with a value of more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

21.1.2 loaning or receiving a loan of money or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

21.1.3 but do not include:

21.1.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

21.1.3.2 any financial services product sold to a Key Contracting

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Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

21.1.3.3 if Contractor is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Contractor by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the Contract.

21.2 In section 23.3 and the Attachment D, "Key Contracting Person" means any person or business listed in Attachment A to the Ethics Affidavit.

21.3 Contractor shall forfeit all benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract if Contractor

21.3.1 was doing business with a Key Contracting Person when this Contract was executed,

21.3.2 had done business with a Key Contracting Person during the year immediately before execution of this Contract,

21.3.3 or does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it.

21.4 Contractor shall give County notice if the Contractor does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it within twenty (20) Days Contractor begins doing business.

22.0 SPECIAL CONDITIONS

22.1 Time is of the Essence. Timing of performance of the Services and of delivery of all deliverables is of the essence. If delivery or completion dates cannot be met, Contractor must inform the Project Manager immediately. Providing this information does not change the delivery or completion dates unless this Contract is amended.

22.2 Force Majeure. "Force Majeure" means any cause generally recognized under Texas law as constituting impossible conditions. Neither party is financially liable to the other party for delays or failures in contract performance caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party notice

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within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

22.3 Retained Right of Management. Nothing in this Contract is intended to or may operate as a bar to County's continuing right to oversee the performance delegated in this contract in order to protect its interests in these matters. This paragraph shall not reduce the compensation received by Contractor under this contract.

22.4 Non-Exclusivity. As a part of this contract, the parties understand that Contractor may provide services outside this contract as it sees fit at those times when Contractor is not obligated to County and there is no conflict with County interests. The parties also understand that County is free to have more than one contractor providing the type of services included in this contract.

22.5 Execution of Other Documents. All parties shall promptly and duly execute and deliver to the other further documents and assurances and take actions that a party may reasonably request to more fully carry out the intent and purpose of this Contract.

23.0 NOTICE

23.1 Written Notice. All notices between the parties and related to this contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section 23.2 for the party to whom the notice is given, that notice is deemed to have been given immediately. If a notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section 23.2 for the party to whom the notice is given, that notice is deemed to have been given on the third (3rd) Working Day following mailing.

23.2 County Address. The address of County for all purposes and notices under this contract is:

Purchasing Agent:
Cyd V. Grimes, C.P.M., CPPO (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail, not required):

Travis County Tax Assessor Collector

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Travis County Centralized Collections
P.O. Box 1748
Austin, Texas 78767

23.3 Contractor Address. The address of the Contractor for all purposes under this contract and for all notices hereunder shall be:

Michael T. Vallandingham
The Terrace II
2700 Via Fortuna Drive, Suite 400
Austin, Texas 78746

23.4 Change of Address. Each party may change its address for notice by giving notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

24.0 INTERPRETATION OF CONTRACT

24.1 Law and Venue. This Contract is governed by the laws of the State of Texas and all obligations under this contract are performable in Travis County, Texas.

24.2 Survival of Provisions. Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.

24.3 Interpretational Guidelines

24.3.1 Sovereign Immunity and Affirmative Defenses. This contract shall not be interpreted to include anything that is effective as a waiver of sovereign immunity or any affirmative defenses available to County.

24.3.2 Entire Agreement. This Contract which is composed of all Parts and the Contract Attachments listed in this subsection contains the entire agreement between County and Contractor related to the subject matter of this Contract. If County and Contractor made any prior agreements, promises, negotiations, or representations that County and Contractor have not expressly stated in this contract, those prior agreements, promises, negotiations, or representations are null and void. The attachments listed in this subsection are hereby made a part of this Contract and constitute promised performances by Contractor throughout this contract:

24.3.2.1 Attachment A – Collection Rate Summary Table

24.3.2.2 Attachment B – Description of Services, Schedules for

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Completion and Report Deliverables, including parts of Proposal

24.3.2.3 Attachment C – Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

24.3.2.4 Attachment D – Ethics Affidavit

24.3.2.5 Order of Priority of Contract Attachments and Parts. If there is a conflict between the parts or the attachments or both, the conflict is resolved as follows:

24.3.2.5.1 Part II overrides all Attachments and Part III.

24.3.2.5.2 Part III overrides all Attachments.

24.3.2.5.3 Attachment A overrides Attachments B,C, and D.

24.3.2 Severability. If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of the contract shall remain valid and binding.

24.4 Number and Gender. Unless the context clearly requires otherwise, words of any gender are construed to include the other two genders and words in singular and plural are construed to include the other.

24.5 Headings. The headings and titles throughout this contract are included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

24.6 Computation of Time. In computing a time period under this contract, exclude the first Day and include the last Day. If the last Day does not occur on a Working Day, the period is extended until the next Working Day after the last Day. Commissioners Court usually designates the following as holidays:

New Year's Day (January 1st or Monday after if it falls on a weekend)
Martin Luther King, Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (4th Monday in May)
Independence Day (July 4th or Monday after if it falls on a weekend)
Labor Day (1st Monday in September)
Veteran's Day (November 11th or Monday after, if it falls on a weekend)
Thanksgiving Day (4th Thursday AND Friday in November)

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Christmas Season (December 25th AND either Day before or Day after whichever allows a four Day weekend, if possible)

25.0 GENERAL DEFINITIONS

25.1 "Auditor" means the Travis County Auditor or her designee.

25.2 “Commissioners Court” means Travis County Commissioners Court.

25.3 “County” means Travis County, Texas

25.4 “County Building” means any County owned buildings and does not include buildings leased by County.

25.5 “Day” means calendar day.

25.6 “Fines and Fees” means the following:

25.6.1 For any case referred to the Contractor to which a Statutory Fee applies, the outstanding balance of the following components:

25.6.1.1 the fine for committing the offense,

25.6.1.2 mandated/approved court costs/fees, and

25.6.1.3 the collection fee, and

25.6.2 For any case referred to the Contractor to which a Statutory Fee does not apply, the outstanding balance of the following components:

25.6.2.1 the fine for committing the offense, and

25.6.2.2 mandated/approved court costs/fees.

25.7 “Historically Underutilized Business” or “HUB” means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

25.7.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate

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property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

25.7.1 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

25.8 "Purchasing Agent" means the Travis County Purchasing Agent.

25.9 "Statutory Fee" means the fee for collection authorized under Article 103.0031, Code of Criminal Procedure.

25.10 "TCCC" means the Travis County Central Collections, a special unit in the Tax Assessor-Collector's Office.

25.11 "Working Day" means Monday through Friday except for Days that County has designed as holidays.

25.0 EXEMPTION FROM COUNTY PURCHASING ACT

25.1 Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this contract exempt from the requirements established by Section 262.023 of the Texas Local Government Code because it is a contract for personal or professional services.

26.0 DUPLICATE ORIGINALS.

26.1 This contract will be executed in duplicate originals and be effective when executed by both parties.

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27.0 LEGAL AUTHORITY

27.1 Those signing this Contract on behalf of Contractor, or representing him or her or themselves as signing this Contract on behalf of Contractor warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this contract. If Contractor later alleges that this person lacks such authority, County may immediately terminate this Contract.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: _____ _____
Michael T. Vallandingham Date
Its Duly Authorized Agent

TRAVIS COUNTY

By: _____ _____
Samuel T. Biscoe Date
Travis County Judge

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COUNTY APPROVALS:

Approved as to Legal Form:

_____ _____
Assistant County Attorney Date

Funds Certified By:

_____ _____
Nicki Riley, Travis County Auditor Date

Compliance with Purchasing Law and Policy Confirmed:

_____ _____
Cyd Grimes, Travis County Purchasing Agent Date:

ATTACHMENT B

PORTIONS OF CONTRACTOR'S PROPOSAL

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Within this chapter, Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) responds to each item listed in Part I, Section C, Item 2.0 of the Request for Services issued by Travis County, Texas (County).

2.1 State whether the offeror is a local, regional, national or international business and whether it has an Austin, Texas office. Indicate the physical address of the local office, if any, hours of operation, and whether defendants may make payments in person.

National Collection Law Firm

Since its founding in 1976, Linebarger Goggan has been focused on the collection of government receivables. Today we serve over 2,300 government entities, and can recover receivables from defendants in every U.S. state, territory, and possession.

Our headquarters is located in Austin, Texas. We are a nationwide debt collection law firm and one of the largest private collectors of delinquent government receivables in the United States. The majority of our 43 offices are located in Texas, totaling 30 locations in the state; the remaining offices are located in California, Colorado, Delaware, Florida, Illinois, Michigan, Missouri, Nevada, New York, Ohio, and Pennsylvania.

The firm collects delinquent court fines and fees, taxes, and other miscellaneous receivables. Each year Linebarger Goggan manages more than $10 billion in delinquent government receivables and generates approximately $1 billion in revenue for states, counties, and municipalities. Augmenting tight budgets, these dollars were often the critical component in preserving essential services and delivering on promises made.

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Local Headquarter Office

Over the past contract term, Travis County's collection efforts have been managed by our headquarter office in Austin, Texas. This has proven exceptionally effective, and the same team and structure is proposed for handling all aspects of the contract and collection efforts on behalf of the County.

The current Project Manager for the County contract Partner Jeff Garcia and Austin Office Managing Partner Steve Bird are supported by various key employees and their staff in the course of the daily functions of the Travis County project management and the Austin office operations. As we have shown over the past, Mr. Garcia and his staff are always available for communications or meetings with Court staff and/or elected officials at any time upon request.

Linebarger Goggan's Austin Office
The Terrace II, 2700 Via Fortuna Drive, Suite 400, Austin, TX 78746
512.447.6675 – Voice
512.447.3923 – Fax
Hours of Operation: Monday – Friday 8 a.m. – 5 p.m.

Community Service

Linebarger Goggan and its employees always take great pride in being part of their respective local communities. Being a strong community partner is a part of Linebarger Goggan's business philosophy. We make it a priority to be very involved in supporting the social, cultural, professional, and educational institutions in the communities in which we work and Travis County / Austin is no exception. Our almost 100 Austin Office employees live, work and raise their children in the greater Travis County area. We care about the quality of life and have a vested interest in making Austin and Travis County better and safer places to live. We also recognize the importance of education and have made it a priority to aid the efforts of local students to continue with their advanced education. Here are some examples of our community involvement in the Travis County / Austin area:

- Austin Susan G. Komen Race for the Cure
- Travis County Brown Santa
- Capital Area Food Bank
- Travis County Sheriff's Posse
- Austin Public Education Foundation

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- Round Rock ISD Partners in Education
- Eanes Education Foundation
- Hays CISD Education Foundation
- Greater Austin Hispanic Chamber of Commerce
- Austin Area Urban League
- New Milestones Foundation
- Keep Austin Beautiful
- Health Alliance for Austin Musicians
- Anthropos Arts
- Austin Humane Society
- Austin Young Lawyer's Association
- Austin Public Television (KLRU) and Radio (KUT)
- Austin Chapter of the Hispanic Women's Network of Texas
- La Noche Opera
- Con Mi Madre

Walk-in Payments

As part of its commitment to Travis County, Linebarger Goggan will continue to offer direct face-to-face customer service at its principal office conveniently located at 2700 Via Fortuna Drive. At this location we provide:

- Walk-in payment options during normal business hours. Such walk-in service is available from 9 am – 4 pm, Monday-Friday.
- Direct face-to-face payment counseling, allowing defendants to ask questions and execute payment agreements, as allowed by Travis County, according to the terms and conditions set out by Travis County.
- Credit referral information to defendants, approved by Travis County, as well as other referral information such as social services and legal services, as approved by Travis County.
- Assistance, by phone, any client who has contacted or walked into any County office (such as the Justice Court Offices or the Tax Office).

  This allows any County personnel to divert these clients, if they choose, to be serviced by Linebarger Goggan on any account referred to Linebarger Goggan, for all individuals who visit any County office.
- A full-time Project Manager, with staff support, available to manage and trouble-shoot all operational issues. This person is available for assistance and

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direct response to the Tax office, J.P. Courts, Constables and all Travis County offices.

2.2 State the physical address of the offeror's office(s) that will have primary responsibility for these Collection Services as well as the number in Full-Time Equivalents (FTEs) of professional staff employed at that office, their job titles, and an organization chart. The organization chart should indicate what each FTE's level of responsibility to this project would be.

Firm Offices for the County

Austin Office

As noted above, the County contract will continue to be managed out of the Linebarger Goggan headquarters in Austin, Texas, located at 2700 Via Fortuna Drive, Suite 400, where we currently employ 94 full-time employees (FTE) comprised of attorneys, researchers, litigation staff, information technology personnel, and other professionals to serve our Central Texas clients. Partners Jeff Garcia, Steve Bird, Mike Vallandingham and Ken Oden, and Fines and Fees Liaison Erica Lopez, Marketing Representative Dennis Hart, Chief Operating Officer Greg DeWinne, and Chief Financial Officer Chris Moehnke will oversee this contract from this Austin office.

San Antonio Call Center

Our San Antonio Call Center (SACC) will continue to handle collection operations for the County. We currently have 72 FTEs in our SACC. Call Center Operations Manager John Wilson will continue to oversee the day-to-day efforts on the collection floor.

San Antonio Call Center
900 Arion Parkway, Suite 104, San Antonio, Texas 78216
210.581.2401 – Voice
210.495.0911 – Fax

SACC Hours of Operation: Monday – Thursday 7:00 a.m. – 9:00 p.m.; Friday 7:00 a.m. – 5:00 p.m.; Saturday 8:00 a.m. – 12:00 noon

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San Antonio Information Technology Office

The law firm's Information Technology Group (ITG) is the primary location where all electronic data associated with the County project is, and will continue to be, maintained. We currently have 137 FTEs located at this particular office. Contract Manager Trevor Balderrama, Director of Fees and Fines Richard Pachecano and Chief Technology Officer Rick Haass will continue to manage IT requirements for the County's collection program from this office. Details about ITG can be found in *Chapter VI*.

Information Technology Group
911 Central Parkway North, Suite 200, San Antonio, Texas 78232
210.403.8600 – Voice
210.403.8901 – Fax

Qualified Project Management

Linebarger Goggan uses a project team approach to organize and manage its human and technical resources. The team includes the managers of each organizational unit that are engaged in the County contract: Project Manager, Call Center/Collections Manager, Information Technology Representatives, etc. Team members have the following skills:

- Many of the firm's employees have served either in public office or worked in the public sector, providing a relevant perspective to allow appropriate handling of matters consistent with Travis County ideals.
- Experience with the existing County project and comparable County-level debt portfolios that allows learned and efficient resolutions to unique County defendant issues
- Clearly delineated functional responsibilities allows a knowledgeable and experienced team member to handle any specific issue that may arise in working with County defendants or staff
- Established communication procedures for working with clients to maintain full accountability provides the County and staff with confidence and trust that all matters – no matter the level of detail – are being resolved in an appropriate manner.

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Key Management Personnel

Our management team for this project will continue to provide strong management and oversight to all law firm personnel and performing duties on behalf of the County under this contract. This team is comprised of the following individuals:

Jeffrey M. Garcia, Partner, will oversee daily operations under this contract, and will serve as the overall Project Manager for the collection program. He will also be responsible for coordination of law firm staff resources and collection strategy. Mr. Garcia has been involved in the collection efforts of the current collection contract with the County and will continue in this hands-on role if awarded a contract as a result of this RFS.

Douglas Steven Bird, Austin Office Managing Partner, will assist Mr. Garcia in coordination of resources and supervising collection strategies. Mr. Bird has provided assistance with the management of the County collection project since 2009, and will continue in this role into the future.

Michael T. Vallandingham, Capital Partner & Chief Marketing Officer, will assure that the law firm delivers on the promises made during the proposal process and in its contract with the County. Mr. Vallandingham has provided consistent oversight of the County collection project since 2009, and will continue in this role.

Ken Oden, Capital Partner & General Counsel for Linebarger Goggan, will be available to provide legal support to the operations and to all County offices, as needed. Mr. Oden has been involved in legal support-related aspects of the County collection project since 2009, and will continue in this role.

Erica Lopez, Fees and Fines Liaison, will provide administrative and operational support relating to this contract. Ms. Lopez has been involved in the administrative and operational support efforts of the current collection contract and will continue in this role.

Dennis Hart, Marketing Representative, will provide administrative and operational support related to communications issues that may arise and Mr. Hart has been involved in this respect and will continue in this role.

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Karolyn D. Williams, Fees and Fines Liaison, is based in Houston and will support Ms. Lopez and Travis County in Office of Court Administration (OCA) requirements and procedures.

John Wilson, San Antonio Call Center Operations Manager, will oversee the day-to-day efforts on the collection floor at the law firm's San Antonio Call Center. Mr. Wilson has also been involved in every aspect of the County collection project relating to call center and collection efforts since 2009. He will continue in this role with the County into the future.

Trevor Balderrama, Contract Manager, will manage all daily technical program activities (daily update reports, file transfers, mailings, invoicing, handling account recalls and case inactivations and reactivations, and report creation and production for the County contract. Mr. Balderrama has been involved in the IT contract management efforts of the current collection contract and will continue in this role.

Richard Pachecano, CISA, Director of Fees and Fines, manages the firm's Fees & Fines department in our Information Technology Group (ITG). Mr. Pachecano will impose quality controls for the collection processes used by our ITG. He will provide the management and technical guidance necessary to ensure successful operations throughout the term of the contract. Mr. Pachecano has been involved in IT-related aspects of the County collection project since 2009, and will continue in this role into the future.

Rick Haass, CISM, CISA, Chief Technology Officer, will make sure that systems and data security measures are in place, from the standpoint of our Information Technology Group, and will work in concert with Rich Pachecano's efforts.

Greg DeWinne, C.P.A., C.M.A., Chief Operating Officer, will make sure that that the firm's Management Committee is kept apprised of the ongoing status and resource needs for the firm's Travis County contract and then monitor the project to assure that resources are properly deployed. Mr. DeWinne has been involved in the resource needs relating to the County project since 2009 and will continue in this role.

Chris Moehnke, C.P.A., Chief Financial Officer, will oversee any finance-related matters associated with the County project.

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Collection Staff

Most client accounts are pooled and handled by the entire call center staff to assure more efficient handling and quick response times for all accounts. All collectors participate in outbound call campaigns to assure maximum coverage. Every member on the collection floor team will be available during their shift to work inbound County calls to assure that all calls are handled promptly.

The 71 San Antonio Call Center staff report to Operations Manager, John Wilson, and the team includes:

- 1 collection floor manager, who will supervise all activities on the collection floor
- 8 team leads, who will monitor collector activities and assist them with difficult or complex accounts
- 6 administrative support personnel, who will support collection center activities
- 56 collectors, who will contact defendants and work with them to collect court fines, fees and restitution owed to the County. This group will be expanded, as necessary and appropriate to address the additional workload associated with this contract.

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Project Organization Chart

The chart on the following page illustrates the organizational structure and level of responsibility for the County project. In addition to the key management personnel, the County will have at its disposal, among other resources, the following Linebarger Goggan professional staff:

- our firm's 100 attorneys available in 43 offices across the country – able to provide support and assistance on any matter within Texas, or outside of the State
- our Information Technology Group consisting of over 130 information technology personnel – able to provide support and assistance on any technology issue that arises with your County offices or with the existing interface we have with Odyssey

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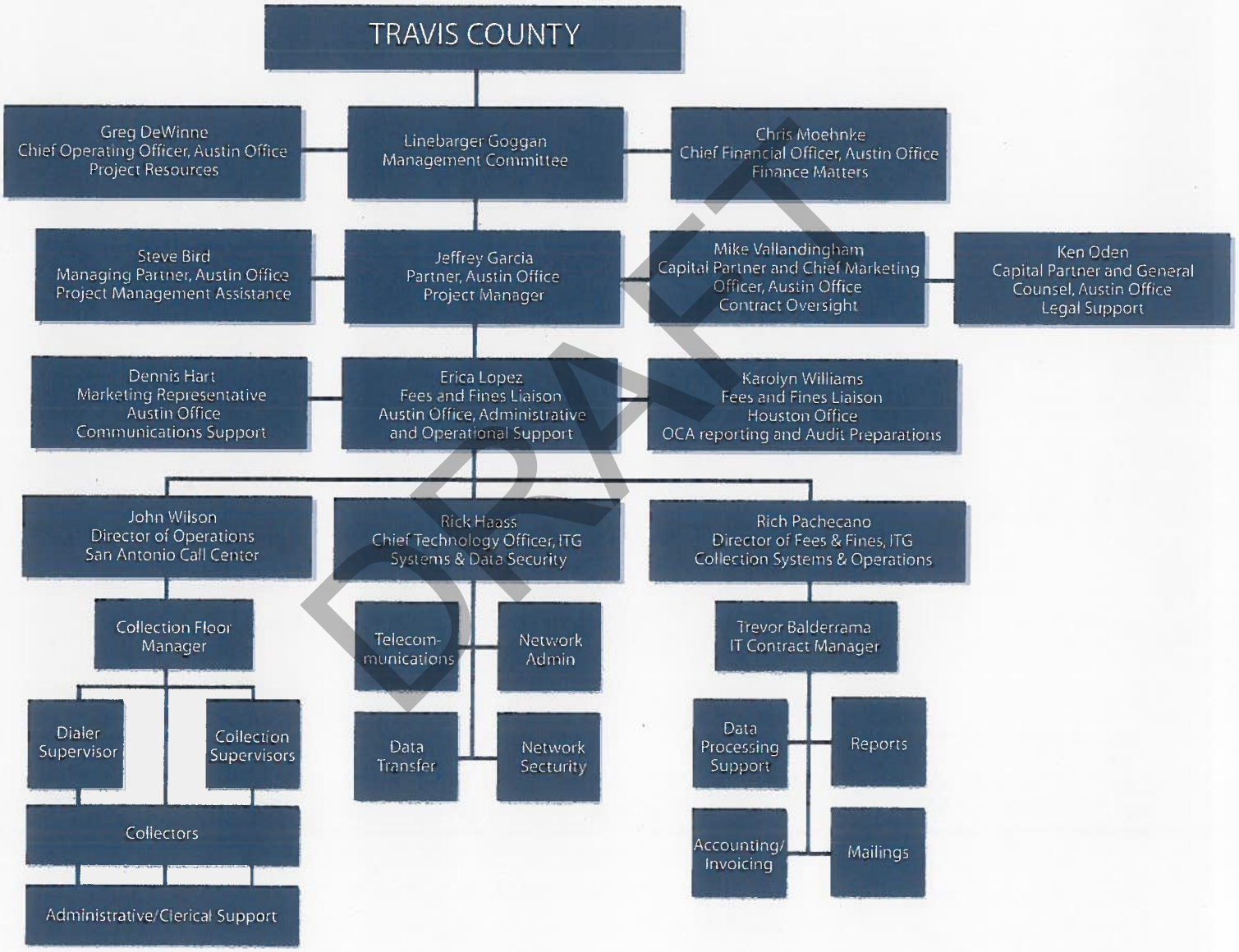
- our regional call centers employing 250 professional call center staff and collectors nationwide

Travis County Project Organization Chart



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2.4 Describe the range of activities the offeror's business performs.

Professional Services

We provide turn-key collection programs and full-service legal representation to our government clients. Linebarger Goggan helps them recover their delinquent accounts receivable, including:

- Court fines and fees
- Probation fees
- Parking citations
- Traffic violations
- Tolls
- Income taxes
- Sales and use taxes
- Withholding taxes
- Personal and real property taxes
- Other Local, State and Federal Government Receivables

Legal Services & Legislative Support

- Bankruptcy Representation
- Litigation
- Seizures
- Tax Sales and Resales
- Property Value Appeals
- Legislative Involvement

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Overview of Fines and Fees Services

Linebarger Goggan offers the County a turnkey solution for recovering delinquent fines and fees. Operational tasks include developing effective mailings, skip tracing, outbound call campaigns, payment processing, and providing the County with regular reports and communications. Our service will also include all equipment (hardware and software), telecommunications devices, insurance, and other services necessary to complete collections tasks. Some of the features of the collection program that we offer the County are:

- Comprehensive work plans customized to meet the needs of the County
- Experienced attorneys to oversee all aspects of the collection program

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- Professional collectors, many of whom are bilingual
- Nationwide locator service to find missing defendants
- Bilingual collection letters designed to attract defendant's attention
- Dedicated call centers with toll-free numbers
- Regular performance reports approved by the County
- Litigation, including the pursuit of pre and post-judgment remedies
- Support on relevant legislative matters

2.5 Submit evidence of the offeror's financial stability including the last two Annual Financial Statements for the offeror's company.

Our firm has been engaged in the collection of government receivables for 38 years. We possess the financial resources necessary to meet and exceed the services requested by the County. Our financial position is strong, and our size and historic performance give us access to substantial financial resources that may be necessary to fully represent our clients.

Linebarger Goggan and its predecessor firms have never filed for bankruptcy protection and have never taken any actions with respect to insolvency, reorganization, receivership, etc.

Financial Statement

Our firm has included a copy of its two most recent audited financial statements in a separate envelope marked "confidential".

We consider our financial statements proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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Financial References

Mr. Michael Schaub, CPA

BDO USA, LLP
40 NE Loop 410, Suite 200, San Antonio, TX 78216
Phone: 210.342.8000

Ms. Suzanne Peterson

Market President Alamo Heights
Frost National Bank
110 Austin Highway, San Antonio, TX 78209
Phone: 210.220.5768

2.6 Submit the offeror's written policy pertaining to safeguarding the privacy of all case information obtained by the offeror from the County and from other sources, including the defendant. The offeror's policy should reflect compliance with the law based on current opinions of the Texas Attorney General and the most recent legislation.

All information and personal data connected with the collection of the County's accounts will be considered confidential. Because the protection of confidential business information and trade secrets is vital to the interests and success of this law firm, each employee is responsible for safeguarding confidential information obtained during employment.

The law firm requires that all employees sign a confidentiality statement at the time of hire and periodically throughout their terms of employment to acknowledge their awareness of, and reaffirm their commitment to, the firm's policy protecting law firm and client information.

The law firm also has strict policies regarding the shredding and destruction of confidential data, file sharing, and email procedures that every employee must adhere to when handling client or law firm information.

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Complaints about unauthorized disclosures of a defendant's confidential information are investigated, reported to the client, and resolved within 24 hours. Any legitimate confidentiality complaint is grounds for immediate termination of the responsible employee.

Firm Policies on Safeguarding Confidential Information

The firm's policies on protecting the privacy of client and defendant case information are included in the following documents: "*Fees and Fines New Employee Orientation*", "*LGB&S San Antonio Call Center Policy and Procedures*" and "*LGBS Information Security Policies, Standards & Guidelines*". These firm documents contain confidential firm policies and procedures and have been included in a separate envelope marked "confidential".

We consider these policies and procedures to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

Additional information on the law firm's data and system security is contained in *Chapter VI*.

2.7 Submit the offeror's written ethics and complaint resolution policies and any other special customer relations policies and procedures.

Code of Ethics

Linebarger Goggan's Code of Ethics policy has been included in a separate envelope marked "confidential". It provides information regarding the firm's rigorous endeavors to ensure all members of the firm act in accordance with the highest possible integrity in all interactions with clients, the public, the business community, governmental and regulatory authorities, and other employees.

We consider the firm's Code of Ethics policy proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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Customer Service – Questions, Disputes, and Complaints Process

The collection strategies and techniques used by Linebarger Goggan are legal, ethical, and totally professional in manner. Experienced staff work the collection floor on a daily basis in full compliance with all applicable federal and state laws, including the FDCPA. All defendants are treated with courtesy and respect, and all information is kept strictly confidential.

Linebarger Goggan believes that dignity and compassion for each individual cannot be abandoned in the pursuit of collections. We make a point of:

- listening to the defendants
- working with the defendants
- encouraging them in the resolution of their delinquent accounts

These intangibles are essential in protecting the rights of the defendants, minimizing complaints, and maximizing revenues for our clients. As a law firm, we are held to a higher ethical standard by federal and state courts, as well as the related bar associations, than collection agencies. These high ethical and professional standards are ingrained in our personnel training so that they are second nature in all communications with defendants. Linebarger Goggan affirms that this high ethical standard and professionalism will be the bedrock of our partnership with the County.

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Customer Service

We measure our customer satisfaction by our ability to retain clients over the long term. The majority of our clients have been represented by our law firm for more than a decade, consistently renewing their contracts over that period.

To achieve that level of customer retention, we place strong emphasis on our employees, from the initial screening, recruitment and training, to job retention and advancement opportunities. Because we invest considerable resources in our personnel, we are able to retain qualified personnel to manage our collection programs and to work the delinquent accounts for our clients. Their job

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satisfaction results in better collections for our clients, better contract performance overall, and minimal complaints.

Excellent Record of Compliance

After 38 years of providing professional collection services to our clients, Linebarger Goggan has never had a Fair Debt Collection Practices Act judgment or a Federal Trade Commission decree entered against it. This record is not accidental, but rather the result of a combination of managerial commitment, selective recruiting, intense training and zealous quality control.

Questions

Our collection activities, and particularly large mailings, generate a huge number of telephone calls and letters, all of which present opportunities to resolve issues or answer questions that result in accounts being paid. They also create opportunities for discrediting our efforts if they are handled improperly. Thus, we place great emphasis on the education, training, and attitude of our "front line" staff.

All defendants are treated politely and with professional courtesy, as not even the most advanced technology can provide the discretion, judgment, or compassion necessary to support the level of service on which the firm takes great pride. Our approach to dealing with their inquiries reflects our keen interest in resolving their situations compassionately, but without undermining our collection activities.

800 Numbers for Incoming Calls

During mailing periods, our professional call center will respond to all defendant calls daily. Linebarger Goggan provides an 800 number for the convenience of defendants. The San Antonio Call Center staffs work from 7:00 am to 9:00 pm, Monday through Thursday; from 7:00 am to 5:00 pm on Friday; and from 8:00 am to noon on Saturday (CDT). An interactive voice mail system operates after hours to assist callers. The defendant may leave a message for a specific collector, who will contact him/her on the following business day.

The nature of the incoming calls varies and requires a well-trained staff with the attitude to help defendants resolve problems and meet their financial responsibilities. With our experience in dealing with defendants and their related

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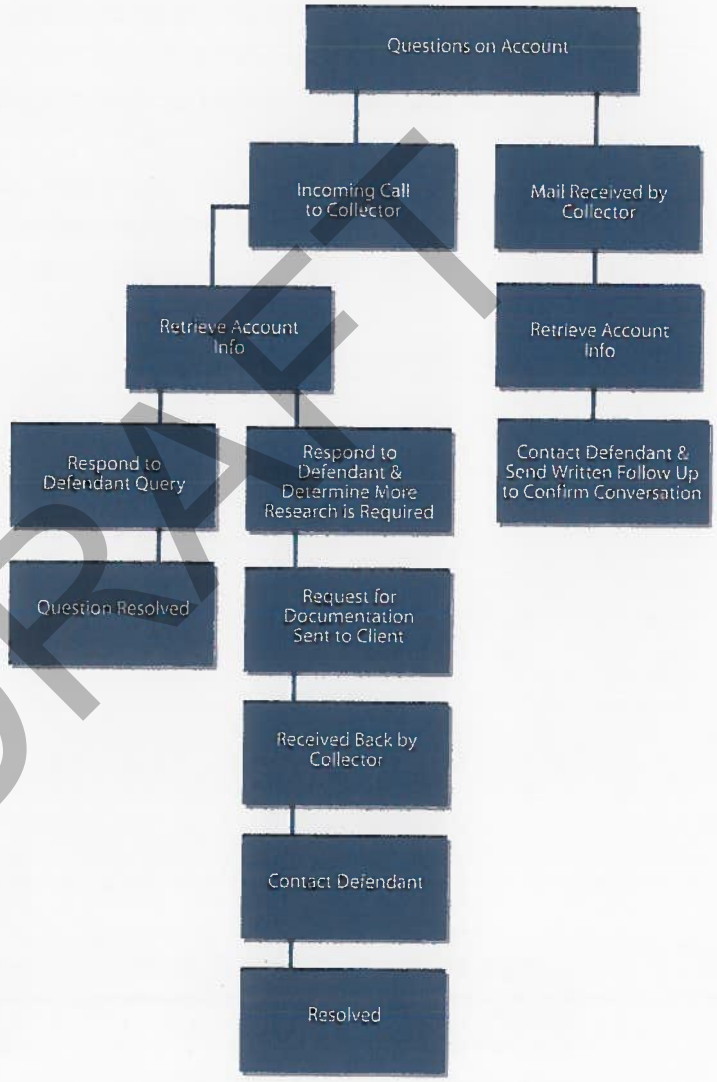
problems, we serve our clients by providing prompt resolution by telephone, saving defendants time and alleviating their frustrations.

Correspondence

Our collection activities also produce written queries from defendants with questions and concerns about their delinquent accounts. All written and email correspondence received from defendants or their attorneys is answered in a direct and friendly manner. If the concern cannot be resolved by call center staff, we will contact the client for assistance. Examples of the types of information we may request include: verification of debt, proof from the defendant that the debt has been resolved, defendant's attorney letters, bankruptcy information, death certificates, and any other matter of importance.

Customer Service Process – Questions on Account



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Disputes

Linebarger Goggan will adhere strictly to all County guidelines when handling disputed accounts. If, during the course of reviewing any disputed case file, the law firm suspects fraudulent activity, the County will be notified immediately.

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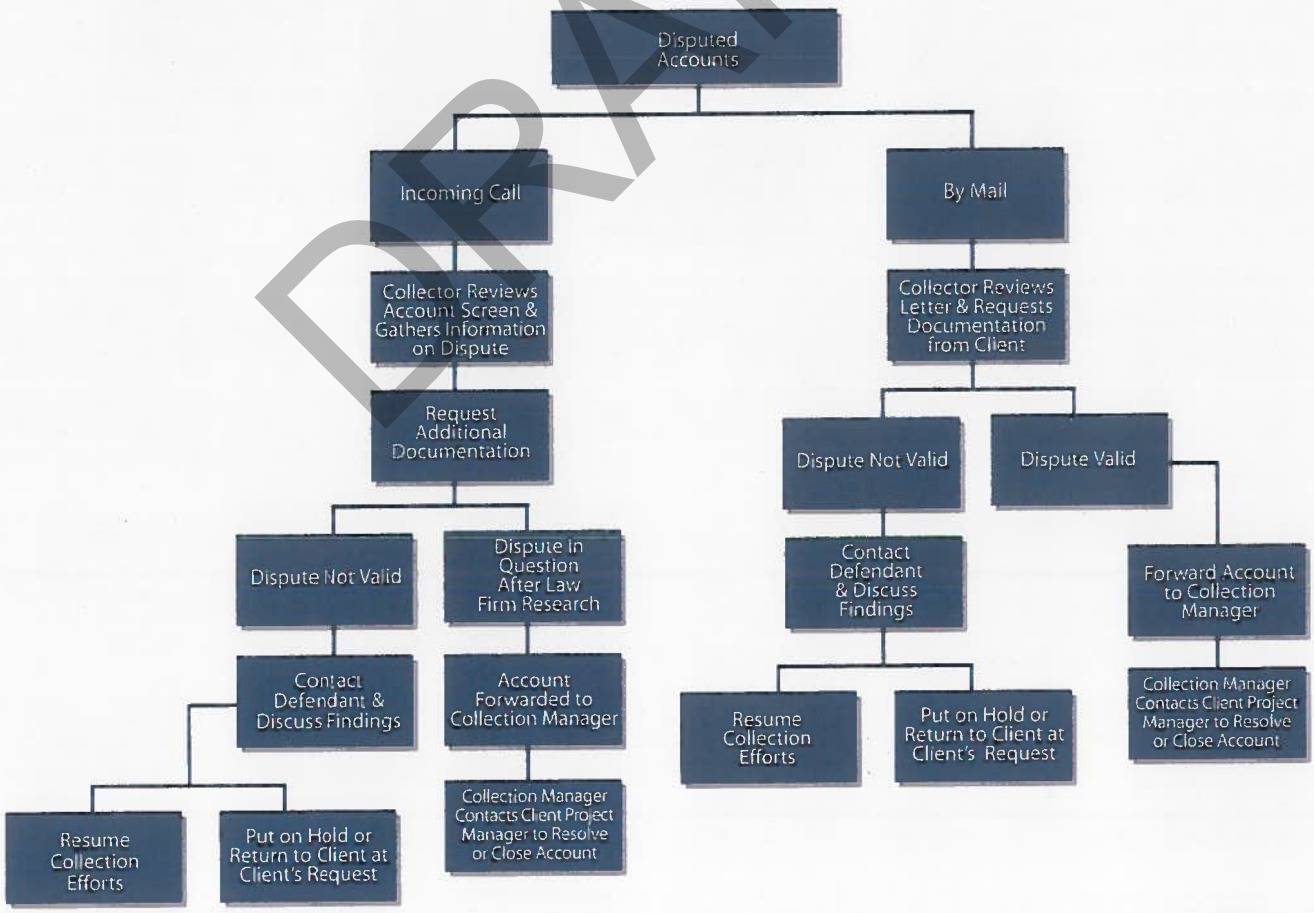
In cases where the defendant disputes the actual debt or the amount outstanding, we generally request any necessary backup documentation from the County to verify the legitimacy of the account and amount owed. All correspondence confirming the debt owed is forwarded to the defendant. After an appropriate interval, we will resume collection efforts. If the defendant continues to make no effort to pay the amount owed, we recommend other legal enforcement collection options to the County, based upon the information available on the defendant and the eligibility of the debt for further legal action.

If the disputed amount is determined to be inaccurate or invalid based upon our research and the County's documentation, we will meet with the County point of contact or the designated dispute resolution contact to resolve the dispute and

Customer Service Process – Disputed Accounts



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close the account. Accounts in this category may include accounts that have been paid previously, but not fully removed from the system, errors in initial billing, etc.

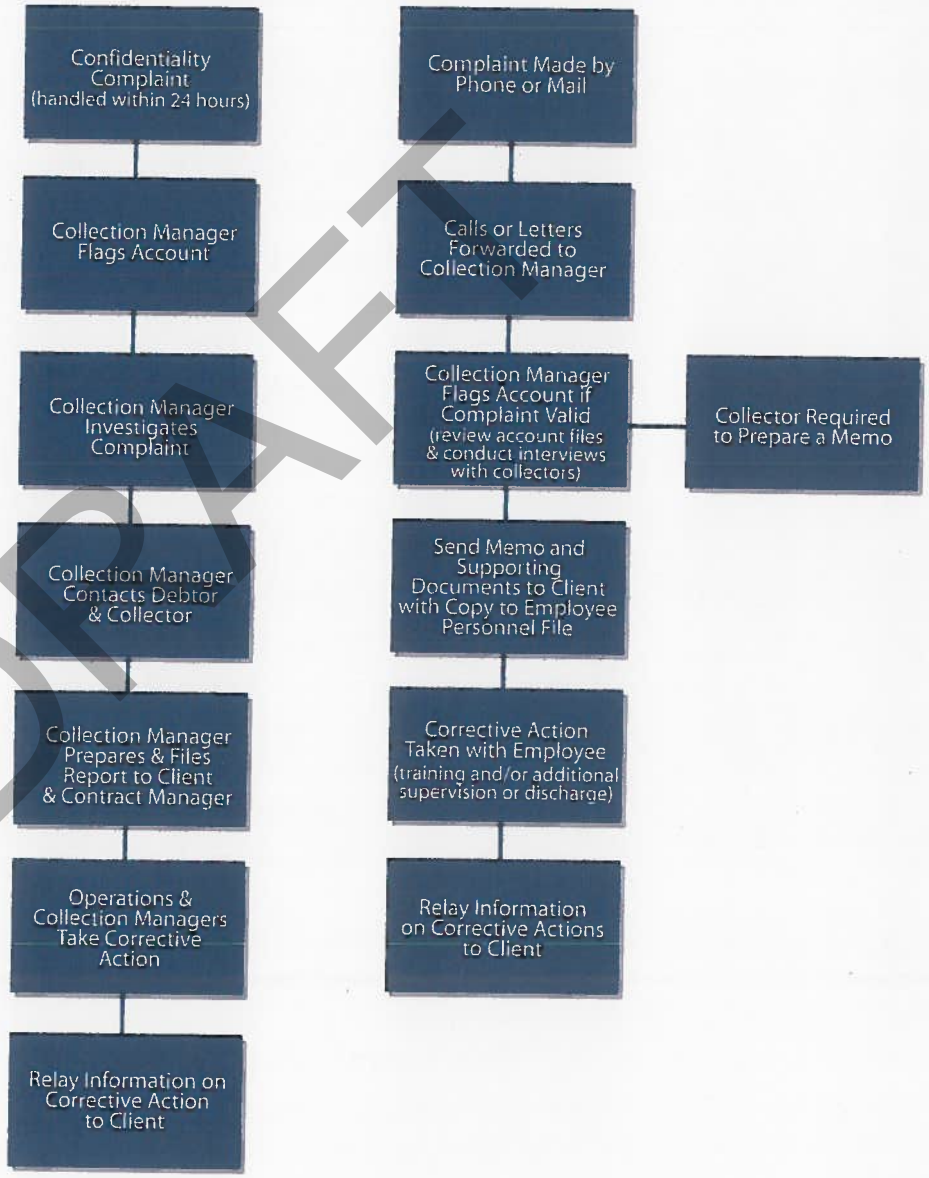
Complaints

At Linebarger Goggan, experienced collection professionals supervise the collection floor and respond immediately to special situations that may develop in the course of a collection phone call. With over 90 percent of all defendant communications handled by these front-line personnel, possible complaints are minimized. The Collection Floor Manager reviews any defendant complaints and, when determined to be valid, flags the account and notifies the client within 24 hours.

Confidentiality

All information and personal data connected with the collection of County accounts are considered confidential. Any complaints about breaches of confidentiality will be investigated, reported to the client, and resolved within 24 hours.

Complaints Process



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Complaints by Telephone

All complaint calls are transferred to the Collection Manager and discussed with the defendant. The Collection Manager determines the legitimacy of the complaint and if valid, flags the account as a complaint "COM." Within 24 hours, a memo is sent to the client, informing them of the complaint. A copy of the collection notes are attached to the memo and forwarded to the client.

Complaints by Correspondence

The Collection Manager reviews all written complaints. The Collection Manager determines the legitimacy of the complaint and, if valid, flags the account as a complaint. Within 24 hours a memorandum is sent to the client, informing the client of the complaint, along with the collection notes and the correspondence from the defendant.

If a defendant registers a complaint against a collector, the collector is required to prepare a memorandum explaining his/her conversation (oral or written) with the defendants. The memorandum is included in correspondence to the client.

Regulatory Agency, Elected Officials and Media Inquiries

Any communications from state or federal agencies, elected officials or representatives from the media will be immediately faxed or phoned to the County.

Linebarger Goggan will be readily accessible to the County should an issue arise that would require immediate attention at the very highest level. We are committed to delivering the premier standards of customer service for our clients founded upon quality and partnership. By immediately addressing any issues or concerns that our clients have, we strongly believe that no issue should ever escalate to complaint status from our clients.

Zero Tolerance/Complaint Policy

Because governments are the law firm's primary clients, Linebarger Goggan deals with elected officials on a daily basis and fully appreciates the need for political sensitivity when contacting debtors. The law firm believes that it must do everything to eliminate complaints whenever possible, as there are two names that need to be protected – the name of our client and that of Linebarger Goggan.

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Linebarger Goggan continually strives to minimize complaints and has a "zero tolerance policy" towards any valid complaint. Linebarger Goggan management vigorously and carefully investigates all complaints made against any member of its collection staff. It is of the utmost importance to the law firm that all citizens contacted are treated professionally and respectfully. For this reason, the law firm strives to hold open all lines of communication between the debtors, the collectors, and the client.

2.8 Submit the offeror's employee security policies and procedures (e.g., background checks, fingerprinting). Explain if the offeror employs anyone with a history of conviction of a criminal offense (e.g., theft or other crimes of moral turpitude, misdemeanors, and felonies).

Hiring Standards

Our firm has never had a security breach or had to terminate an employee as a result of releasing confidential information. Linebarger Goggan uses stringent recruiting and screening techniques to find and hire the best employees for our clients. Each applicant is required to complete the firm's standard employment application and pass a criminal background check. If these two steps show no reason to prohibit the applicant from working for the firm, the next step in the screening process is to verify the information provided. Linebarger Goggan uses an outside hiring firm, HireRight, to conduct background checks on all employees. The time frame of the background check is limited to the past seven years and includes screening for any criminal history.

We do not interview applicants with prior felony convictions of any kind. Applicants with misdemeanors may be reviewed on a case-by-case basis so long as the following are applicable: the offense did not involve any type of theft or assault (of any kind); the case has been dismissed or disposed; an applicable time has elapsed as to not call into question the applicants character.

All employees assigned to the County contract will be screened as follows:

- Education – minimum of a high school diploma
- Criminal background checks – no felonies

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- All education experience confirmed
- Drug screening
- Work history
- Collection experience preferred
- Three past employer references

As an additional precaution, Linebarger Goggan also requires all employees to acknowledge receipt and understanding of law firm policies, which includes a statement in our employee handbook prohibiting the unauthorized use of confidential client information.

Termination Procedures

If an employee is terminated, the firm ensures that all access to the firm's facilities is immediately revoked. The employee is escorted from the facility and required to return any access cards, keys and equipment. All system access and logons are revoked. Human Resources, ITG, and Operations use a checklist to ensure that all access permissions are revoked.

Facilities Security

All collections operations are conducted in secure facilities using strict quality control methods that have protected our clients' data for over 30 years.

ITG Controlled Access

Access to the ITG Center facility is controlled by a security system operated by Linebarger Goggan. This system employs two access-control subsystems: the badge system and the door system.

The badge system creates individual photo badges for all personnel who are authorized to access the Linebarger Goggan facility. An access badge is required to enter the facility. The system allows Linebarger Goggan security personnel to create groups based on employees' job assignments and work needs and to limit the access of these groups. The badge system also creates and maintains a log of all entries into the facility.

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All facility doors are locked 24 hours a day, seven days a week. The system controls when doors may be opened and at what times members of different groups may enter the facility.

ITG Alarm System

The San Antonio Information Technology Group (ITG) facility's alarm system, monitored by ADT, is activated after normal working hours. Control of this system is limited to key management personnel. The facility has a complete fire suppression system and 24-hour video surveillance of all entrances and exits.

Quarterly inspections ensure the smooth functioning of all physical security mechanisms, including:

- all locks and access systems
- employee identification systems
- the facility access log
- after hours security procedures
- access to the City project area
- vaults and storage
- electronic security alarms

ITG Video System

The ITG facility's video system provides coverage of all stairways and doors that provide access to Linebarger Goggan offices. The video system server is maintained within the firm's primary computer center, in San Antonio.

The video system permits searches of recorded images based on which camera recorded the image, the date and time the image was recorded, and a user-defined area within the image. A search based on the user-defined area permits operators to highlight an object in the image and search for movement of the object or movement through the area occupied by the object.

The recorded images are maintained within the Intellex server as well as on magnetic tape in long-term storage (60 days). As a part of our backup storage policy, a copy of the recorded images is transferred to off-site storage each week.

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Austin Office Security

The County project's management team will work out of Linebarger Goggan's Austin facility, ensuring direct client support and accountability and secure handling and storage of County information.

Access to the Austin office is controlled by a similar security system operated by Linebarger Goggan. An access badge is required to enter the facility. All facility doors are locked 24 hours a day, seven days a week.

The Austin office facility's alarm system, monitored by ADT, is activated after normal working hours. Control of this system is limited to key management personnel.

Firm Security Policies

A copy of *LGBS Information Security Policies, Standards & Guidelines* is included in a separate envelope marked "confidential".

The law firm's "Information Security Policies, Standards & Guidelines" document is considered proprietary, confidential, and trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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Chapter IV: 2.3.4 Proposed Method of Performing Work

Within this chapter, Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) responds to each item listed in Part I, Section C, Item 5.0 of the Request for Services issued by Travis County, Texas (County).

5.1 Describe in detail how the offeror will provide the services described in Part 2 Scope of Services. Submit written collections policies and training guides, manuals, and materials.

With over 38 years of experience in the collection of delinquent accounts and five years of experience successfully collecting delinquent receivables on behalf of Travis County, our firm is dedicated and fully qualified to assist the County in all of its needs to successfully collect delinquent receivables of any nature.

Over the course of time, we have maintained highly effective communications with the County and Court to determine specific preferences and procedures relating to the efficient handling of collection functions. We will continue to meet with the County and Court routinely, and upon any request, to continue the development of our customized collection solution to meet the County's needs and to maximize the collection success of the portfolio. We are proactive in working with the County to create and develop the most innovative and cutting-edge collection solutions available.

Continuation with Linebarger Goggan Means No Lost Revenue for the County

Linebarger Goggan has been performing under an existing contract with the County and providing impressive service and results since 2009. Every process and function already exists and remains in place and operational, including the following:

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- secure and automated transmission of file and account data through a robust interface with the Court's case management system provider, Odyssey;
- strong communication between law firm staff and County/Court staff;
- communications from law firm staff to defendants is tight and polished to obtain results without complaints;
- all payment processing is operational to allow convenient payment options for defendants (including walk-in payments at our Austin office);
- law firm staff continues to monitor and pursue numerous established payment plans;
- all account updating and reconciliation processes are intact through Odyssey;
- all requested and preferred reporting and fund remittance procedures are operational.

Continuing to contract with Linebarger Goggan will avoid any loss of time and the expense normally associated with the programming and training required for a new vendor, not to mention the loss of revenue that would naturally result from the period of time required for a new vendor to implement a new collection program.

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Description of Collection Activities

Linebarger Goggan offers the County complete services and technology for recovering delinquent receivables. Some of the features of the collection program that we offer the County are:

- Comprehensive work plans customized to meet the needs each client
- Professional collectors, many of whom are bilingual
- Experienced attorneys to oversee all aspects of the collection program
- Nationwide locator service to find missing defendants
- Bilingual collection letters designed to attract defendant's attention
- Dedicated call centers with toll-free numbers
- Regular performance reports sent to the County

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- Legal representation as requested by the County
- Support on relevant legislative matters

Collection Process

The following is a description of our proven, six-component process for recovery of delinquent receivables. Throughout our continuing relationship with the County, we have made several customized modifications to these general processes based upon request. Because each of our client's processes is unique and based upon client preferences, we consider the actual process for the County to be a fully customized process with the ability and fluidity for modification as desired. As a result, many of the customized options will not be reflected in this section. However, each and every process currently in place with the County will remain fully intact and operational for any new contract as a result of this RFS process. Additionally, in the event the County wishes to enhance or improve efficiencies based upon a suggested new process, Linebarger Goggan will always be fully amenable to discussing the potential new process for inclusion and implementation.

A general flowchart of our collection process is included on the following page.

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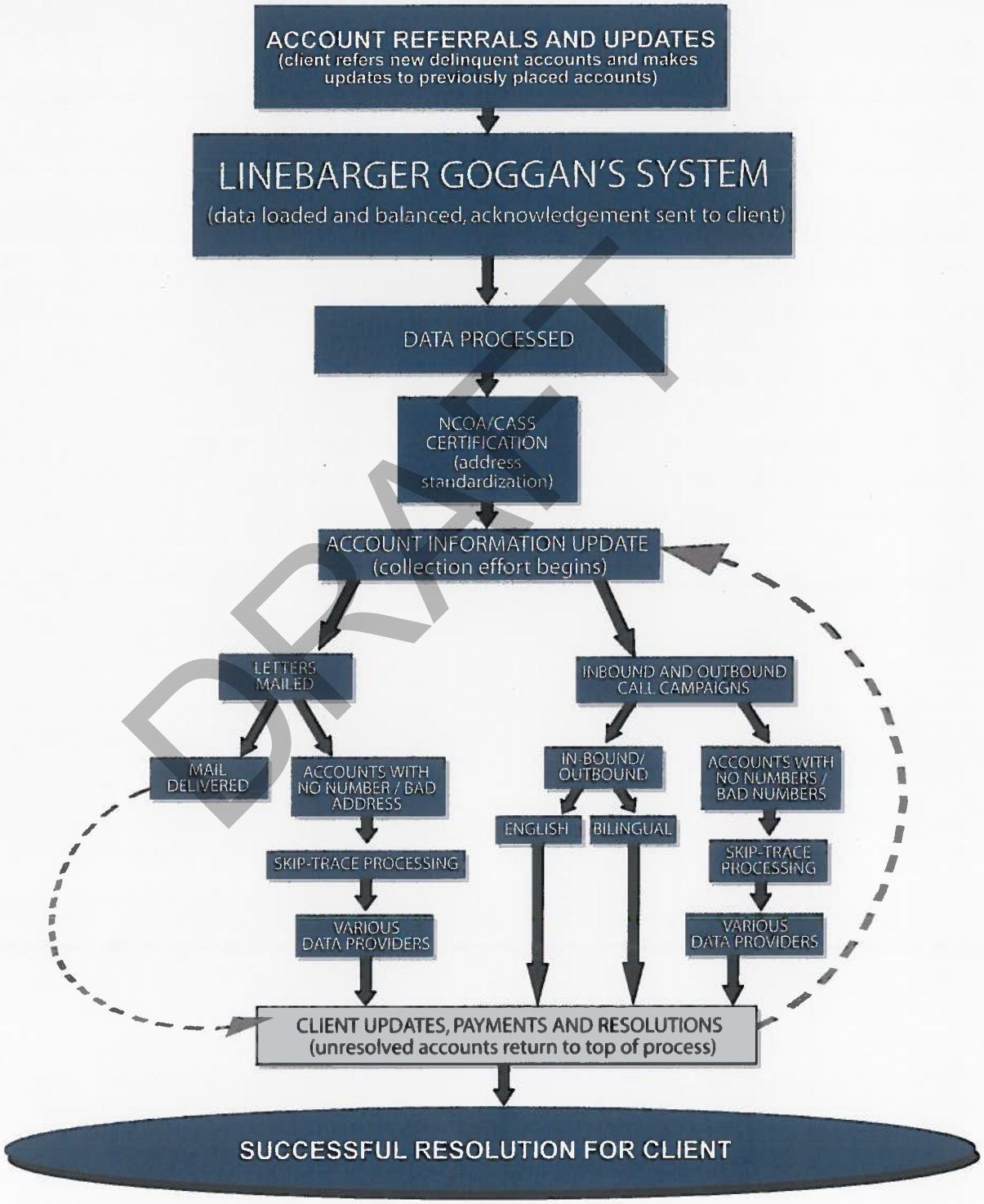
Linebarger Goggan Collection Process



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Component I: Account Preparation

Account Transfers from the County's System

Linebarger Goggan's collection process begins with the electronic transfer by the County of delinquent accounts. Transferred accounts are loaded into a fully secure County segment of Linebarger Goggan's data processing system located in San Antonio, Texas.

We begin the electronic case history of each account by establishing a record and unique identification code.

All accounts are sent to the National Change of Address (NCOA) database for address verification and then CASS-certified to meet U. S. Postal Service mailing requirements for address standardization. We also perform a delivery-point verification (DPV) process at this time to ensure that the address is an actual deliverable address and not a vacant lot or non-existent address.

Recall, Inactivation, and Reactivation of Accounts

The County may recall any transferred account at any time, including accounts that require administrative resolution. All collection activity ceases immediately when an account is recalled, and the account is returned to the County along with a returned account report.

The County may also inactivate or reactivate an account for collection, depending upon the status of payments from the defendant or of judicial actions affecting the account. Inactive accounts are not transferred to dialer campaigns or sent to the mailing queue.

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Component II: Contacting Defendants by Mail

Initial Demand Letters

After the completion of Component I: Account Preparation, the Linebarger Goggan system automatically transfers County accounts with verified addresses to the law firm's demand letter inventory. Prior to any mailing, all letters and a proposed distribution schedule are submitted to the County for approval.

Within five days of an account placement by the County, the system generates an initial letter. Printing the demand letter on the law firm's letterhead impresses

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upon the defendants the gravity of his or her obligation to pay the delinquent amount owed. Typical letters:

- advise the defendant that the account has been placed with our law firm, which is under contract with the County
- provide contact information, including a toll-free telephone number for the defendant to communicate with Linebarger Goggan regarding payment
- provide a detachable, scannable payment coupon that includes a QR code, which allows defendants to use their mobile phones or tablets to easily access the payment website.

Follow-up Letters

Linebarger Goggan typically uses a series of demand letters, one sent every 30 days, all printed on law firm letterhead. The series continues automatically if the defendant fails to respond.

Returned Mail

All mail has a 2Dbar code on it containing the Client Number, the CUBS logon and the account number assigned to it when first transferred to our system. Undeliverable mail (attempted not known, outside of delivery limits, insufficient address) is date-stamped and scanned into the CUBS collection system on the day that it is returned to our ITG mail processing unit.

Once the letters are scanned, they are updated in CUBS as returned mail, and our automated skip-tracing processes take over if there is no forwarding address information. Accounts with forwarding addresses are updated in CUBS, and new letters are sent to the forwarded address.

Incoming Correspondence

Collection attempts often produce written responses from defendants with questions and concerns about their delinquent accounts. All correspondence from a defendant (or the defendant's attorney) is forwarded to the collector assigned to that account, who responds in writing, in a direct and friendly manner. Linebarger Goggan attorneys respond when the situation warrants a response from an attorney.

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Component III: Telephone Contacts with Defendants

Account Distribution to Collectors

Concurrent with the mailing process, the Linebarger Goggan system transfers accounts with telephone numbers into the collector inventory. Accounts from this inventory are handled in a two-step process:

Step One

Accounts are automatically and continuously distributed to collectors who verify the defendant's identity, confirm basic account information, and attempt collection. Accounts are also placed in the collector inventory as a result of inbound phone inquiries, correspondence or partial payments by defendants.

Step Two

The collectors work to resolve accounts through payment-in-full, installment agreement, or possibly legal enforcement (if appropriate and approved by the client).

A flowchart of our Dialer Campaign Process is included on the following page.

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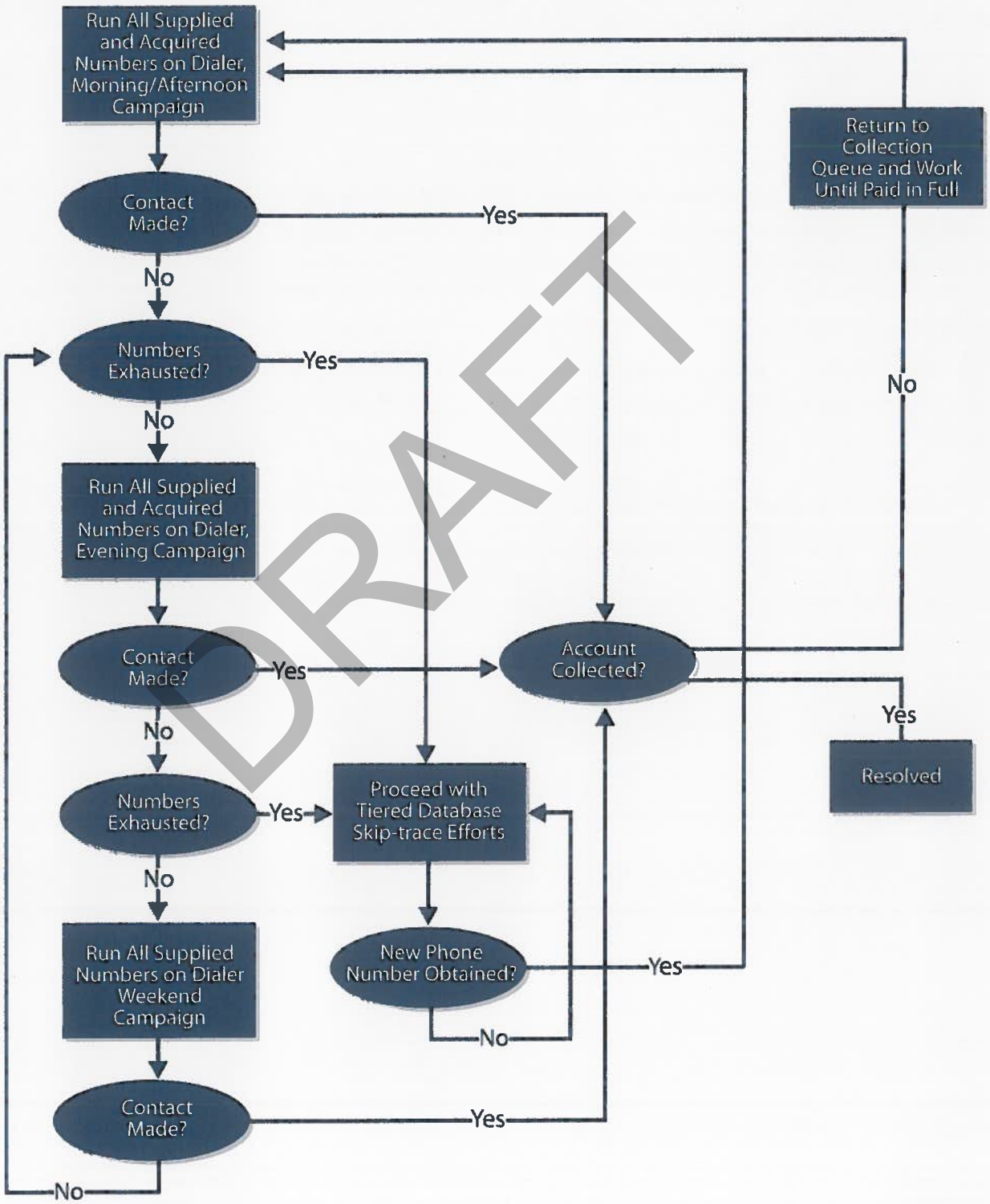
Dialer Campaign Process



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Compliance When Making Contact

Linebarger Goggan's predictive dialer places calls to defendants according to a schedule that conforms to any applicable laws and regulations and County policies. All calls will be made in strict compliance with FDCPA regulation with regards to timing of calls.

Again, after establishing telephone contact, collectors clearly identify themselves as employees of a law firm under contract with the County. Collectors then confirm the defendant's identity, and verify current address, telephone numbers, and place of employment.

Collection Outcomes

Payment in Full

As its first priority, Linebarger Goggan always seeks payment in full. To accomplish this, collectors assist defendants in evaluating their financial resources, review the advantages of payment in full, and help defendants develop strategies that enable a single, in-full payment.

Installment Agreements

Linebarger Goggan recognizes that a significant number of defendants are not able to make payments in full and instead require installment agreements. If a review of the defendant's finances indicates that full payment is not immediately possible, the collector negotiates an installment plan that follows County guidelines.

- Whenever an installment agreement is established, the collector sends a payment plan letter to the defendant confirming the terms and County-specific requirements.
- The collector working the account places it in the installment agreement queue. Both the system and the collector monitor payments until the delinquent amount is paid in full.

Component IV: Skip-Tracing

All accounts Linebarger Goggan sends to national skip-tracing databases are identified by the unique numbers assigned to them in Component I: Account

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Preparation. When a telephone number is found, the account is placed in the collector inventory.

Electronic Skip Tracing

When an account does not include a phone number or when a collector or the system determines that the listed number and/or address is incorrect, the account is skip-traced utilizing our electronic batch skip process.

To quickly locate and contact defendants, we maintain relationships with selected electronic skip-tracing vendors and work closely with them to create stringent, uniform search requirements. We will submit files containing the accounts to these vendors through secure Web and FTP sites.

Batch-Tiered Series of Databases

Our batch skip-tracing system is periodically reviewed and ranks database vendors according to performance and sends accounts to the highest performing vendors.

All accounts we send to national skip-tracing databases are identified by the unique numbers assigned to them. When a new telephone number is found, the account is placed in the collector inventory. When a new address is found, the account restarts its series of letters.

Some examples of the current databases utilized for our batch skip-tracing:

- USPS NCOA
- USPS DPV
- Texas DMV
- Florida DMV
- CBC/Innovis
- Merkle, Inc.
- TLO
- Duncan Solutions

Our collectors can obtain phone numbers for known defendant addresses online, and access national skip-tracing databases for every state, city and zip code, from last known address to new geographic locations.

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Component V: Processing and Tracking Payments

The firm segregates important control functions throughout its internal control processes to safeguard client funds. The firm also utilizes an internal audit team and an Audit Committee to maintain an effective control system.

Financial Controls

Because we are a law firm, Linebarger Goggan's handling of clients' payments and management of bank accounts is tightly regulated. The firm is prohibited from earning interest on clients' funds. For this reason, Linebarger Goggan has established an IOLTA (interest on lawyers' trust account), which is a special interest trust account regulated by each state's bar association.

Linebarger Goggan maintains a wide variety of professional and general comprehensive insurance policies; all employees are covered for liability in amounts not less than $1,000,000 per occurrence. The law firm segregates important control functions throughout its internal processes to safeguard client funds.

Payment by Mail

A detachable payment coupon and return envelope are standard with all Linebarger Goggan collection notices. If defendants wish to pay in person, they will be directed to the appropriate County payment processing center. Defendants will also be informed of any additional payment options offered by the County (by mail, phone, web site, etc.).

Linebarger Goggan's professional collectors will explain the terms for payment as well as other case resolution options approved by the County. In the event that English is not the first language for the defendant, a bilingual employee will provide assistance.

If a payment or other correspondence is erroneously submitted to the law firm, it is date-stamped, documented, and forwarded to the County on the day of receipt. If additional payments are required, Linebarger Goggan sends a letter advising the defendant of the balance due and the correct address for remittance.

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Electronic Payment Options

To encourage defendants to make full and prompt payments, Linebarger Goggan relies on a variety of convenient, secure electronic payment methods — such as checks by phone, credit card payments by phone, and credit card payments via Internet.

Checks by Phone

Linebarger Goggan has the capability of taking a defendant's bank account information over the phone to process a payment immediately. Check by phone payments will be forwarded to the County designated payment center within 5 to 7 business days of receipt. A daily report of both the cleared funds and the records tying those funds to the delinquent accounts will be forwarded to the County. No charge is made to the defendant or the County for processing a check by phone.

Credit Cards

Credit card payments will be directed to our credit card merchant. Credit card information can be captured either by phone call with one of our Agents, or via our Web Site. The credit card merchant will process all funds daily. Funds are remitted to the County within 48 hours of the time the transactions are verified by the credit card processor. A daily report of both the funds deposited and the records tying the funds to the delinquent cases will be forwarded to the County.

Mobile Device Fees and Fines Payment Website

Linebarger Goggan has also implemented a mobile device compatible website that allows defendants to pay debts using credit cards, debit cards, or ACH transaction. The mobile portal requires no app to be downloaded, and it works with a host of mobile devices, including iPhones, Androids and other smartphones, iPads, and other tablets. The web portal automatically detects the presence of a mobile device and provides the same menus and content as our regular website, but in a format customized to display on mobile devices.

This program will include QR codes, which can be scanned on a smartphone to go straight to the payment site. This will further facilitate account navigation and payment by the County's defendants.

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Tracking Installment Payments

Linebarger Goggan recognizes the necessity of aggressively following up on late payments. If a defendant sends an improper amount or falls more than 10 days late in making a payment, the collector follows up with the defendant via phone. During the phone call, the collector reviews the installment plan with the defendant, outlines the importance of following its terms, and encourages the defendant to recommit to the agreement.

Convenience

We are committed to offering maximum convenience for the individual involved in the collection process. We will offer walk-in payment options, multiple payment methods, and full service assistance to all individuals involved.

Additional Payment Options

Under the instructions contained in Section 5 of the RFS, we understand that payments are to be made directly to Travis County in the manner set out in the RFS. However, should Travis County determine that it is in their best interest for Linebarger Goggan to become the primary collector of payments, if requested by Travis County, Linebarger Goggan would implement a method by which payments could be made directly to our law firm.

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Component VI: Documenting and Reporting Collection Activity

Our technology system supports detailed auditing of all activities and collection records through an extensive group of management and collection reports. These reports document all work performed and remittances processed on individual accounts and an entire client portfolio. All collection activities are recorded in real time as the activity occurs, including both system and personnel updates. Management reviews and instructions are also recorded in the account's history log for employee review and action.

Please refer to *Chapter V* of this proposal for sample reports.

Linebarger Goggan's Collector Training Program

Linebarger Goggan's collector training program consists of two parts: new hire training for employees in their first two weeks with the firm; and ongoing training for all employees, regardless of tenure.

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New Hire Training

With assistance from senior managers and experienced collectors, Linebarger Goggan's trainers lead newly hired collectors through a rigorous five-phase education and examination process:

Phase 1: Laws and Regulations and Company Policies

New collectors complete intensive instruction in the Privacy Act of 1974; the Fair Debt Collection Practices Act (FDCPA) and law firm security, confidentiality, and file management policies and procedures.

Phase 2: FDCPA, Telephone Techniques, and System Training

Trainees continue their study of the FDCPA using a computer-based training program developed by the American Collectors' Association (ACA). Instructors review final exam results with trainees, fully explaining correct answers to any missed questions.

Two ACA training tools are used to teach collectors appropriate telephone techniques: Professional Telephone Collection Techniques, an interactive software package; and Advanced Telephone Collecting, a DVD package that includes worksheets.

Collectors receive thorough training on the firm's customized computer system, which is based on Columbia Ultimate Business Systems (CUBS). Trainees first take CUBS Computer-Based Training (CBT) lessons with instructors, and then complete on-the-job training (OJT) within their assigned units.

Phase 3: County-Specific Training

Training that focuses on the County's unique needs and circumstances ensures compliance with County procedures and policies, as well as regulations governing the County's activities and the nature of the delinquencies owed.

Phase 4: Hands-On Collection Training

Each trainee works with a trainer, a manager, and a senior non-management collector in rotation to ensure understanding and use of proper collection techniques. Each trainee is closely monitored to ensure compliance with Linebarger Goggan's standards of operation and FDCPA requirements.

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Phase 5: Mentoring

Linebarger Goggan's new employee training concludes with an on-the-job mentoring program. In addition to an immediate supervisor, each new collector is assigned to a senior employee and taken "under his wing" to sharpen skip-tracing skills, telephone techniques, and overall knowledge of the County's receivables. Such mentoring enhances performance and minimizes complaints.

Ongoing Training

Designated Trainers

At each of Linebarger Goggan's call centers an individual is designated to provide training activities. These include special, frequent sessions on systems upgrades and collection tools enhancements and presentations on collection topics such as regulatory changes.

Educational Materials

Linebarger Goggan maintains membership in many of the industry's professional organizations and uses their videos and other educational materials in its ongoing training programs.

External Training

Linebarger Goggan encourages employees to participate in external training opportunities. Employees bring information from such courses and seminars back to the firm for the benefit of managers and collectors alike.

Group Discussions

Periodic, interactive discussions inform collectors and other employees about changes in operating procedures, laws, and regulations.

Monitoring Interaction with Defendants

To ensure that fair treatment of defendants is part of the normal course of business for every Linebarger Goggan collector, we monitor phone calls for compliance and professionalism. We also monitor system actions to ensure collectors follow correct procedures for account documentation. Collectors are generally monitored a minimum of several hours each month.

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IV: 2.3.4 Proposed Method of Performing Work

Onscreen Displays

Onscreen displays reinforce collectors' training while they work by highlighting restrictions, guidelines, and operating procedures specific to a particular client. Such reminders help the collector comply with the laws and regulations of the defendant's state or territory, as well as applicable federal laws.

Regulatory Updates

The firm's attorneys and collection supervisors monitor changes in laws and regulations related to the accounts receivable management industry. They provide regular updates to employees to ensure continued compliance.

Sources of information used to monitor changes in applicable collection laws and regulations include the following:

- Linebarger Goggan's Governmental Affairs Division
- American Collectors Association (ACA) — the collection industry's leading professional trade organization
- *Legal Bulletin* — tracks legislation and regulation changes at the federal and state level
- *ACA Advocate* — provides information on court cases relating to the collection industry, including interpretation of decisions
- *Currents* — newsletter providing up-to-date legislative and regulatory information
- *Cred-Alert* — credit agency information as it relates to the collection industry
- *Collection Agency Report* — monthly newsletter for collection agency management
- *Collections and Credit Risk* — periodical for the credit and collections industry
- *Continuing Legal Education Seminars*
- Inside ARM.com — periodical for the credit and collections industry

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IV: 2.3.4 Proposed Method of Performing Work

- *Collector Magazine* — trade publication for consumer-based collection organizations
- Seminars, conferences and contacts with a network of industry professionals

Training Materials

Linebarger Goggan's "Fees and Fines New Employee Orientation" and "LGB&S San Antonio Call Center Policy and Procedures" has been included in a separate envelope marked "confidential". These training tools are used in conjunction with the training techniques noted earlier during new hire orientation, and in refresher courses as needed.

We consider all of our training procedures and documents proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

5.2 If the offeror proposes to provide additional services beyond those required, describe in detail the additional services and how they will be provided.

In addition to providing legal advice and counseling to the County, and all County officials, as requested, relating to the collection process, Linebarger Goggan will take additional steps to enhance the benefits to the County and the community. As set out in the attached cover letter, we will provide the following services.

- We offer a no costs service. Our proposal contemplates the statutory 30% contingent pass on fee that will only be applied to post June 18, 2003 offenses and pre June 18, 2003 adjudicated offenses as provided for in article 103.0031. We also agree to bear all expenses related to our collections
- We commit to providing the County our nationally recognized firm, headquartered in Austin and distinguished in the legal profession for our commitment to diversity. Among other services, our Austin office can accommodate walk in payments as well as secure payments online and via mobile devices. We will also provide offenders direct, one on one, meetings with lawyers as needed and same day legal advice to the County on any related issue(s) from our team of lawyers.

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IV: 2.3.4 Proposed Method of Performing Work

- We offer the County Real Time Client View access. We will provide the County on-line real time access to accounts placed for collection via a custom web portal which includes the ability to view account activity and download custom tailored reports.
- We offer to coordinate two Warrant Round Up events with the County by contributing up to $2,500 per event to the costs associated with the Round Up. This program will also seek to coordinate these events with the JP, Constable and Sheriff's Offices so that collections during these Round Up events will be maximized.
- We will implement a program whereby every quarter we will work in conjunction with the Constable and Sheriff's Office and supply a list of the top 100 violators (with legitimate addresses) so that direct contact may be made.
- We offer to contribute up to $5,000 toward the implementation of a stand-alone payment kiosk at a location of the County's choosing.
- Should our firm be selected as the sole vendor we are ready to implement an aggressive public education program that encompasses not only public service announcements on public television but also utilizes print media and public ad space. To assist with this public education program our firm would enlist local HUBs / DBEs in the planning, development and implementation phases of this project.
- Should our firm be selected as the sole vendor our proposal offers reimbursement to the County, on a monthly basis, for the printing and postage associated with the County's mailing of pre-collection or "early out" notices up to $1,000 a month.

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5.3 Provide examples of all written collection notices to be mailed, including a list of foreign languages in which written or verbal notices will be made.

Language translation is available for all communications with defendants, including written and voice services.

IV: 2.3.4 Proposed Method of Performing Work

Sample Collection Notices

Linebarger Goggan collection notices can be printed in English and Spanish (or other languages at the County's request). Generally, our collection notices are printed in both English and Spanish (English on the front, Spanish on the back), but accommodations can be made for any language as necessary. All collection notices and their content will be approved by the County. Several examples of collection notices are attached on the following pages.

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IV: 2.3.4 Proposed Method of Performing Work

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW
Street Address
City, State Zip
Toll Free: 1(xxx) xxx-xxxx

Texas F&F 1st Notice
28-SEP-2007

MONTH/DAY/YEAR

87654321

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

Driver's License No: NUMBER
Citation #: NUMBER
999 Citation(s) Totaling $1,000.00

IMPORTANT NOTICE

Dear JOHN DOE:

Our law firm has been hired to represent Client Name in the collection and disposition of the above listed matter. Court records indicate there is an outstanding case(s) pending against you.

Please complete the detachable reply form at the bottom of this letter and return it, along with your payment in the amount of $1,000.00, within 10 days.

Failure to respond as requested will result in our recommending to our client that it enforce the collection of this obligation. **Please be advised that IF an arrest warrant has been issued in your case, you may be arrested at any time by any peace officer.**

If you have made payment or entered a plea within the last 10 days, please disregard this notice. Also be advised that juveniles who are sixteen years of age and under, and who wish to appear in court, must do so in person and be accompanied by a parent or guardian. If you are now a debtor in bankruptcy, please provide us in writing the case number and the name of the court in which your bankruptcy case was filed.

It is very important that you give this matter your immediate attention.

Our toll free telephone number is 1(xxx) xxx-xxxx. Our office hours are Monday through Thursday 8:00 a.m. to 8:00 p.m., Friday 8:00 a.m. to 5:00 p.m., and Saturday 8:00 a.m. to noon.

Payment must be in the form of a cashier's check or money order. No personal checks or credit cards accepted.

Very truly yours,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

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PLEASE COMPLETE AND DETACH THE REPLY FORM BELOW AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP
900 Arion Parkway, Suite 104
San Antonio, TX 78216
BAR CODE

Driver's License No: STATE AND NUMBER
Amount Due: $1,000.00 as of MONTH/DAY/YEAR
Amount Enclosed: _____

Payment should be in the form of a cashier's check or money order made payable to: CLIENT NAME.

USPS CODE
USPS CHECK DIGIT
JOHN DOE
123 HOME STREET
CITY, STATE ZIP

CLIENT NAME
CLIENT ADDRESS
CITY, STATE ZIP

IV: 2.3.4 Proposed Method of Performing Work

Texas F&F 1st Notice
Spanish
25-SEP-2007

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW
Street Address
City, State Zip
Toll Free: 1(xxx) xxx-xxxx

MONTH/DAY/YEAR

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

Número de Licencia de Conducir: XXXXX
Aviso #: XXXX
XXX Aviso(s) que suman $XXXX.XX

AVISO IMPORTANTE

Estimado JOHN DOE:

Nuestro bufete de abogados ha sido contratado para representar a XXXXXXX en la cobranza y disposición del asunto arriba mencionado. Los registros del Tribunal indican que hay un(os) caso(s) pendiente(s) en su contra.

Llene el formulario desprendible en la parte inferior de esta carta y envíelo junto con su pago por la cantidad de $XXXX.XX en un plazo de 10 días.

De no responder como aquí se solicita, recomendaremos a nuestro cliente que haga cumplir esta obligación. **Tenga en cuenta que Si se ha girado una orden de arresto contra usted, podría ser arrestado en cualquier momento por cualquier agente del órden público.**

Si ha efectuado su pago o ha presentado su declaración en los últimos diez días ignore esta notificación. También tenga en cuenta que los menores de edad de diesiséis años o menos que deseen presentarse ante el Tribunal deben hacerlo en persona y venir acompañados por uno de sus padres o su guardián. Si usted es un deudor en bancarrota, proporcionenos por escrito el número del caso y el nombre del Tribunal ante el cual presentó su caso de bancarrota.

Es muy importante que atienda éste asunto de inmediato.

Nuestro número de teléfono gratuito es el 1(xxx) xxx-xxxx. Nuestro horario de oficina es de Lunes a Jueves de 8:00 a.m. a 8:00 p.m., Viernes de 8:00 a.m. a 5:00p.m., y Sábados de 8:00 a.m. hasta el mediodía.

El pago debe hacerse en forma de cheque de caja o giro postal. No se aceptan cheques personales.

Muy atentamente,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

LLENE Y SEPARE EL FORMULARIO DE RESPUESTA A CONTINUACION Y ENVIELO EN EL SOBRE ADJUNTO

Linebarger Goggan Blair & Sampson, LLP
900 Arion Parkway, Suite 104
San Antonio, TX 78216
BAR CODE

Número de Licencia de Conducir: XXXX
Monto pagadero: $XXXX.XX a partir de XX/XX/XXXX
Cantidad Adjunta: _____

El pago debe hacerse por medio de cheque de caja o giro postal pagadero a: XXXXXXXXX.

USPS CODE
USPS CHECK DIGIT
JOHN DOE
123 HOME STREET
CITY, STATE ZIP

CLIENT NAME
CLIENT ADDRESS
CITY, STATE ZIP

DRAFT

IV: 2.3.4 Proposed Method of Performing Work

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW
Street Address
City, State Zip
Toll Free: 1(xxx) xxx-xxxx

Texas F&F 2nd Notice
28-SEP-2007

MONTH/DAY/YEAR

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

Driver's License No: NUMBER
Citation #: NUMBER
999 Citation(s) Totaling $1,000.00

WARNING

Dear JOHN DOE:

Our law firm has been hired to represent Client Name in the collection and disposition of the above listed matter. Court records indicate there is an outstanding case(s) pending against you.

You have failed to respond to our previous correspondence. To avoid possible additional action by the Court, please complete the detachable reply form at the bottom of this letter and return it, along with your payment in the amount of $1,000.00, **within 5 days.**

A warrant for your arrest may have been issued by the Court. **IF a warrant has been issued, you may be arrested at any time by any peace officer.**

If you have made payment or entered a plea within the last 10 days, please disregard this notice. Also be advised that juveniles who are sixteen years of age and under, and who wish to appear in court, must do so in person and be accompanied by a parent or guardian. If you are now a debtor in bankruptcy, please provide us in writing the case number and the name of the court in which your bankruptcy case was filed.

It is very important that you give this matter your immediate attention.

Our toll free telephone number is 1(xxx) xxx-xxxx. Our office hours are Monday through Thursday 8:00 a.m. to 8:00 p.m., Friday 8:00 a.m. to 5:00 p.m., and Saturday 8:00 a.m. to noon.

Payment must be in the form of a cashier's check or money order. No personal checks or credit cards accepted.

Very truly yours,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

DRAFT

PLEASE COMPLETE AND DETACH THE REPLY FORM BELOW AND RETURN IN THE ENVELOPE PROVIDED

Linebarger Goggan Blair & Sampson, LLP
900 Arion Parkway, Suite 104
San Antonio, TX 78216
BAR CODE

Driver's License No: STATE AND NUMBER
Amount Due: $1,000.00 as of MONTH/DAY/YEAR
Amount Enclosed: _____

Payment should be in the form of a cashier's check or money order made payable to: CLIENT NAME.

USPS CODE
USPS CHECK DIGIT
JOHN DOE
123 HOME STREET
CITY, STATE ZIP

CLIENT NAME
CLIENT ADDRESS
CITY, STATE ZIP

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW

IV: 2.3.4 Proposed Method of Performing Work

Linebarger Goggan Blair & Sampson, LLP

Texas F&F 2nd Notice
Spanish
28-SEP-2007

ATTORNEYS AT LAW
Street Address
City, State Zip
Toll Free: 1(xxx) xxx-xxxx

MONTH/DAY/YEAR

JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

Número de Licencia de Conducir: XXXXXX
Aviso #: XXXX
XXX Aviso(s) que suman $XXXX.XX

ADVERTENCIA

Estimado JOHN DOE:

Nuestro bufete de abogados ha sido contratado para representar a XXXXXXX en la cobranza y disposición del asunto arriba mencionado. Los registros del Tribunal indican que hay un(os) caso(s) pendiente(s) en su contra.

Usted no ha respondido a nuestros avisos anteriores. Para evitar que el Tribunal proceda adicionalmente, favor de llenar y desprender el formulario anexo en la parte inferior de este aviso y envíelo junto con su pago de $ XXX.XX, **dentro de los 5 días siguientes**.

Posiblemente el Tribunal ha girado una orden de arresto. **Si se ha girado una orden de arresto, usted puede ser aprendido en cualquier momento por cualquier agente del orden publico.**

Si ha efectuado su pago o ha presentado su declaración en los últimos 10 días ignore este aviso. Los menores de edad de diesciséis años o menos que deseen presentarse ante el Tribunal deben hacerlo acompañados por uno de sus padres o su guardián. Si Usted es deudor en un caso de Bancarrota, favor de proporcionarnos por escrito su número de caso y el nombre del Tribunal ante el cual presentó su caso de bancarrota.

Es muy importante que atienda éste asunto de inmediato.

Nuestro número de teléfono gratuito es 1(xxx) xxx-xxxx. Nuestro horario de oficina es de Lunes a Jueves de 8:00 a.m. a 8:00 p.m., Viernes de 8:00 a.m. a 5:00 p.m., y los Sábados de 8:00 a.m. hasta el mediodía.

El pago debe hacerse por medio de cheque de caja o giro postal. No se aceptan cheques personales.

Muy atentamente,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

DRAFT

LLENE Y SEPARE EL FORMULARIO ANEXO Y ENVIELO EN EL SOBRE ADJUNTO

Linebarger Goggan Blair & Sampson, LLP
900 Arion Parkway, Suite 104
San Antonio, TX 78216
BAR CODE

Número de Licencia de Conducir: XXXX
Monto pagadero: $XXXX.XX a partir de XX/XX/XXXX
Cantidad Adjunta: _____

El pago debe hacerse por medio de cheque de caja o giro postal pagadero a XXXXXXXXX

USPS CODE
USPS CHECK DIGIT
JOHN DOE
123 HOME STREET
CITY, STATE ZIP

CLIENT NAME
CLIENT ADDRESS
CITY, STATE ZIP

IV: 2.3.4 Proposed Method of Performing Work

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
ADDRESS
CITY, TEXAS ZIP CODE
PHONE NUMBER

MONTH/DAY/YEAR

USPS CODE
USPS CHECK DIGIT
JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

WARRANT ROUND-UP NOTICE

ABILENE, ARLINGTON, AUSTIN, BEAUMONT, CORPUS CHRISTI, DALLAS, EL PASO, FORT WORTH, GALVESTON, HARLINGEN, HOUSTON, IRVING, KILLEEN, LONGVIEW, MIDLAND, NACOGDOCHES, ODESSA, ROUND ROCK, SAN ANGELO, SAN ANTONIO, TYLER, WACO & (CLIENT)

Dear John Doe:

Beginning Saturday, March 2, 2013, the law enforcement agencies of over 100 entities across Texas, including those above, will combine forces to actively serve arrest warrants.

Our law firm represents (CLIENT) in the collection and disposition of the below-listed matter. Court records indicate there is an outstanding case pending against you. The amount you owe (CLIENT) is currently $1,000.00. In some cases the Court issues a warrant for a person who has not paid its fine. The clerk of the Court has that information. This law firm has no role in deciding when arrest warrants are issued or recalled. **IF a warrant has been issued by the Court, you may be arrested at any time by any peace officer.**

PAY YOUR FINE NOW! See payment options on the coupon below.

For questions, or if you believe you have received this letter in error, call us toll-free at **1 (877) 268-6126**. Office hours are Monday through Thursday 8:00am to 8:00pm, Friday 8:00am to 5:00pm and Saturday 8:00am to noon.

Unless a final judgment of conviction has been entered in your case, you have the right to enter a plea or go to trial on any offense charged. To exercise such right, please contact (CLIENT). If you are now in bankruptcy proceedings, please immediately notify us, in writing, of the name of your bankruptcy court and your bankruptcy case number. Our address is at the top of this letter. Be aware that bankruptcy generally does NOT wipe out any court fees and fines due in criminal cases, including misdemeanors.

Este notificación esta relacionada a su infracción de tráfico que tiene pendiente. Comuniquese con nosostros immediatamente.

Linebarger Goggan Blair & Sampson, LLP

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PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT IN ENVELOPE PROVIDED

Defendant: JOHN DOE
Driver License No: STATE AND NUMBER
Citation #: ALPHA/NUMERIC
999 Citation(s) Totaling $1,000.00
CUBS #: 7654321

Amount Due: $1,000.00 as of MM/DD/CCYY

Amount Enclosed _____
Payment should be in the form of a check, cashier's check or money order made payable to the CITY OF DALLAS. For faster processing, pay online at www.dallascityhall.com.

CITATION #	CITATION #	CITATION #	CITATION #
CITATION #	CITATION #	CITATION #	CITATION #
CITATION #	CITATION #	CITATION #	CITATION#
CITATION #	CITATION #	CITATION#	

BAR CODE

CITY OF XXXXXX
COURT AND DETENTION SERVICES
PO BOX 650573
CITY, TEXAS ZIP CODE

SCAN LINE

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW

IV: 2.3.4 Proposed Method of Performing Work

Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW
ADDRESS
CITY, STATE ZIP CODE
PHONE NUMBER

MONTH/DAY/YEAR

USPS CODE
USPS CHECK DIGIT
JOHN DOE
123 HOME STREET
CITY, STATE AND ZIP

87654321

WARRANT ROUND-UP NOTICE

ABILENE, ARLINGTON, AUSTIN, BEAUMONT, CORPUS CHRISTI, DALLAS, EL PASO, FORT WORTH, GALVESTON, HARLINGEN, HOUSTON, IRVING, KILLEEN, LONGVIEW, MIDLAND, NACOGDOCHES, ODESSA, ROUND ROCK, SAN ANGELO, SAN ANTONIO, TYLER, WACO & (CLIENT)

Dear John Doe:

A WARRANT IS PENDING FOR YOUR ARREST. Beginning Saturday, March 2, 2013, the law enforcement agencies of over 100 entities across Texas, including those above, will combine forces to actively search for you and others with arrest warrants.

The amount you owe (CLIENT) is currently $1,000.00. **PAY YOUR FINE NOW TO AVOID GOING TO JAIL.** See payment options on the coupon below.

BE ADVISED:

- **You may be arrested at your home, at your work, or wherever you are found.**
- **Until the Court receives the appropriate reply and/or payment, the arrest warrant will remain active.**

Our law firm represents (CLIENT) in the collection and disposition of the below-listed matter. For questions, or if you believe you have received this letter in error, call us toll-free at **1(877) 268-6128**. Office hours are Monday through Thursday 8:00am to 8:00pm, Friday 8:00am to 5:00pm and Saturday 8:00am to noon.

Unless a final judgment of conviction has been entered in your case, you have the right to enter a plea or go to trial on any offense charged. To exercise such right, please contact (CLIENT). If you are now in bankruptcy proceedings, please immediately notify us, in writing, of the name of your bankruptcy court and your bankruptcy case number. Our address is at the top of this letter. Be aware that bankruptcy generally does NOT wipe out any court fees and fines due in criminal cases, including misdemeanors.

ACT IMMEDIATELY TO AVOID ARREST!

Este notificación esta relacionada a su infracción de tráfico que tiene pendiente. Comuniquese con nosostros inmediatamente para evitar su arresto.

Linebarger Goggan Blair & Sampson, LLP

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT IN ENVELOPE PROVIDED

Defendant: JOHN DOE
Driver License No: STATE AND NUMBER
Citation #: ALPHA/NUMERIC
999 Citation(s) Totaling $1,000.00
CUBS #: 7654321

Amount Due: $1,000.00 as of MM/DD/CCYY

Amount Enclosed: _____
Payment should be in the form of a check, cashier's check or money order made payable to the CITY OF DALLAS. For faster processing, pay online at www.dallascityhall.com

BAR CODE

CITATION #	CITATION #	CITATION #	CITATION #
CITATION #	CITATION #	CITATION #	CITATION #
CITATION #	CITATION #	CITATION #	CITATION#
CITATION #	CITATION #	CITATION#	

CITY OF XXXXXXXXXXX
COURT AND DETENTION SERVICES
PO BOX 650573
CITY, STATE ZIP CODE

SCAN LINE

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Chapter V: 2.3.5 Reporting Capacity

Within this chapter, Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) responds to each item listed in Part I, Section C, Item 6.0 of the Request for Services issued by Travis County, Texas (County).

6.1 Document and describe the offeror's capacity to provide the electronic reports described in Part 2 and to update reports in the future as required by changing statutory and/or case law.

Reports

Linebarger Goggan can provide a wide array of standard reports as set forth in Part II, Section 10.0, Contractor Reports in the Travis County RFS, as well as special reports required by the County. We have included on the following pages information on Client View (our online program that allows clients to run monthly reports and monitor account activity) followed by samples of our standard reports. The standard reports are included as samples *only*. The form and frequency of the actual reports can be tailored to meet the County's needs.

As the County's current provider of delinquent court fines and fees collection services, we have developed and created customized reports and reporting schedules based upon the County's preferences and instructions. NOTE: These actual custom reports were not included in this exhibit in the interest of non-disclosure.

As always, in the event the County has the desire or need for special reporting, or if there is a desire or need to modify existing report content or schedule, we are always happy to meet with County staff to explore new options for meeting their reporting needs.

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Chapter V: 2.3.5 Reporting Capacity

Client Real-Time Access to Data

Linebarger Goggan will provide on-line real-time access for the County to view the status and activity on their accounts via an Internet connection. The County will be able to monitor account status and activity on an account by account basis, including letters, phone calls and collector notes. Access will also include selected monthly reports that may be viewed via the web site. These reports will include information on placements, collection rates, dismissal rates and other activities.

Overview

Linebarger Goggan Client View, powered by Ecliptics, provides straightforward, real-time internet access to account information for our clients and attorneys. This easy-to-use interface solution puts live, up-to-the-minute account information at your fingertips.

Linebarger Goggan Client View combines the convenience of web-based access and the assurance of security. Netscape and Internet Explorer versions 4.x and later are compatible with Linebarger Goggan Client View. SSL (Secure Socket Layer) encryption protects data traffic from the web server to your browser. Each user's access is limited to his or her clients' account information only.

Benefits

Enjoy the increased convenience, functionality, and productivity Linebarger Goggan Client View brings to your business operations.

- Convenience – Web-based access to real-time account information empowers you to self-help. See the results of our collection activity as it happens. In addition to seeing real-time account information, you can also keep track of the last letter sent and when it was sent, providing a window to our work on your behalf. Support burdens decrease by eliminating time-consuming phone calls and research previously necessary for account inquiries.
- Functionality –Intuitive menus relieve users from memorizing keystroke commands. Real-time account information displays in a straightforward format with detail views easily accessible.
- Productivity – Account information is available instantly, saving your valuable time and allowing you to resolve customer questions quickly.
- The following graphics illustrate the types of information available through our online data access service.

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Chapter V: 2.3.5 Reporting Capacity

Client View – Types of Available Online Data

Inquiry Results - Windows Internet Explorer

https://clients.lgbs.com/lgbs/inquiry.do

Linebarger Goggan Blair & Sampson, LLP

Client View
Welcome Your Name
Logout
Change Password
Account
→ Inquiry

Account Inquiry

If you are searching for accounts by name, please enter the name Last Name, First Name

Search By: Your Account Number
Search For: [redacted] Search

Your Account Number Inquiry results for [redacted]*

Printer Friendly

One item found.

Our Account	Name	Your Account Number	Client #	Placed Date	Placed Amount	Balance	Last Pay Date	Last Pay Amount	Status	Primary Account
[redacted]	[redacted]	[redacted]	[redacted]	10/12/10	317.50	0.00	04/29/11	317.50	PIF	

Click Our Account Number to view details.

Page viewed by Your Name on Wednesday, May 04, 2011 11:40 AM

© 2011 Linebarger Goggan Blair & Sampson, LLP All Rights Reserved.

powered by: ecliptics

*For privacy, identifying details have been obscured.

Data IS visible and unobscured.

Account Detail - Windows Internet Explorer

https://clients.lgbs.com/lgbs/account2.do?action=detail&account=27814170&accountTypes=

Client View
Welcome Your Name
Logout
Change Password
Account
→ Inquiry

Account Inquiry > Detail

Printer Friendly

Account Detail

Displays the total Owing and total Received balances.

Debtor Information.

Account Name: [redacted]
Phone:
Address: [redacted]
Client: [redacted]

Account Information.

Our Account Number: [redacted]
Your Account Number: [redacted]
Packet #: [redacted]
Status: PIF (PAID IN FULL)
Last Letter Date: [redacted]
Last Letter: [redacted]

	Owing	Received
Amount Placed:	317.50	317.50
Cancelled:	0.00	
Attorney:	0.00	0.00
Court:	0.00	0.00
Miscellaneous:	0.00	0.00
Totals:	317.50	317.50
Balance:	0.00	

Displays the last letter sent on the account.

Total remaining due.

Payment Summary

List of payments.

Date Placed	Amount Placed	Last Pay Date	Last Pay Amount	Balance
04/26/10	317.50	04/29/11	317.50	0.00

Additional Account Information options are available in the drop-down menu.

Additional Account Information: -- Available Options --

Page viewed by Your Name on Wednesday, May 04, 2011 11:49 AM

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powered by: ecliptics

Details on the debtor's account are on this screen (unobscured in your view).

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Chapter V: 2.3.5 Reporting Capacity

Linebarger Goggan Blair & Sampson, LLP

Printer Friendly

Client View
Welcome Your Name
Logout
Change Password
Account
→ Inquiry

Account Inquiry > **Detail**

Account Detail

Account Name: [redacted]
Phone:
Address: [redacted]
Client: [redacted]
Our Account Number: [redacted]
Your Account Number: [redacted]
Packet #: [redacted]
Status: PIF (PAID IN FULL)
Last Letter Date: [redacted]
Last Letter: [redacted]

	Owing	Received
Amount Placed:	317.50	317.50
Cancelled:	0.00	
Attorney:	0.00	0.00
Court:	0.00	0.00
Miscellaneous:	0.00	0.00
Totals:	317.50	317.50
Balance:	**0.00**	

Payment Detail displays codes and client files used to post payment(s).

Payment Summary

Date Placed	Amount Placed	Last Pay Date	Last Pay Amount	Balance
04/26/10	317.50	04/29/11	317.50	0.00

Additional Account Information: -- Available Options --

Payment Detail

Date	Time	Payment
05/02/11	02:57pm	TC=2 317.50 AP-C (CONT) 2011-04-29-20-45-14Collecti (CONT) onspymtdata.txt 04-29-11 (CONT) OSTS:SKP

Page viewed by Your Name on Wednesday, May 18, 2011 10:55 AM

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Chapter V: 2.3.5 Reporting Capacity

Account Transfer/Account Update Report

```
                                        load report Nov 2013
SAMPLE CLIENT
File : /cubs/load/FF_SAMPLE_CLIENT/20131130.dly
                                                        09:11:38 30 NOV 2013

Load Option LOAD

Client FCIMIA02
                                Count          Amount
                              --------   --------------
New Accounts       (D15)          77        22,430.32
Reactivated        (D25)           7         1,715.00
Cancelled          (D25)          88        18,267.92
Updated Accounts                 137        41,500.15
Errors
Warnings (not loaded)
                              --------   --------------
Total                            309        83,913.39

Warnings (loaded)

Transactions:   TC     + Cnt         + Amount     - Cnt         - Amount
                ---   ------ ----------------   ------ ----------------
                  3        3            75.40       35        -6,595.90
                 48        3            30.16       35        -2,638.35
                  C       41        10,248.57        0             0.00

l_20131130_SAMPLE_20131130.dly archived to
 \\\\itgsharedfiles\\FF_Archive\\SAMPLE\\LOAD_FILES\\2013\\11-NOVEMBER
Batch Number: 1634
Batchx Number:

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Chapter V: 2.3.5 Reporting Capacity

Acknowledgement Report

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

DATE: 11-15-13

CLIENT NO. Sample 01

Sample Client
300 Broadway, Suite 200
Happyville, NC 32609

We are pleased to acknowledge the accounts listed below which have been assigned to this office for collection.

PATIENT	ACCOUNT NUMBER	ASSIGN DATE	AMOUNT
BATALLAS,CECILIA,DELOUR	965333333333	11-11-13	25.00
BORDEROS,PENNY,WHILMA	965333333333	11-11-13	50.00
BORDEROS,TRINKUALANO,A	965333333333	11-11-13	1410.80
BUSTIN,HAILEY,DIANE	965333333333	11-11-13	3691.55
CITRUSON,JOHN,BANJOS	965333333333	11-11-13	50.00
DEMAPE,REINA	965333333333	11-11-13	150.00
FALLINGS,SHANDALOU,PEET	965333333333	11-11-13	50.00
FIGGENS,JOSIE	965333333333	11-11-13	75.00
FOLEY,MARIELY,JOSIE	965333333333	11-11-13	50.00
FRUTTON,MANDA,KATE	965333333333	11-11-13	56.00
HANKS,HAIROLD,BARIE	965333333333	11-11-13	50.00
HIRDERO,SHIVAUN	965333333333	11-11-13	50.00
HYERS,SALLY,JANETTE	965333333333	11-11-13	50.00
JONESY,TEEKA	965333333333	11-11-13	167.00
MCBEAN,JOHNNY	965333333333	11-11-13	100.00
MOREEN,FABIA,RENE	965333333333	11-11-13	150.00
MACKEEY,MARIA,GUADALUPE	965333333333	11-11-13	150.00
MARKIS,BETHENY,MARIE	965333333333	11-11-13	75.00
MAINE-JACKSON,STEPHEY	965333333333	11-11-13	33.00
NORRIS,FIN,SARI	965333333333	11-11-13	36049.52

[CONTINUED NEXT PAGE]

PAGE NO. 1

PATIENT	ACCOUNT NUMBER	ASSIGN DATE	AMOUNT
NORIS,JANIS	965333333333	11-11-13	24277.76
PACKER,DORIE	965333333333	11-11-13	75.00
PACKSON,KHENDRA,S	965333333333	11-11-13	50.00
PACKSON,RAYMOND	965333333333	11-11-13	16070.96
POMONA,JILLI,PENALOPE	965333333333	11-11-13	849.00
QUALLITEES,WAYLON	965333333333	11-11-13	150.00
RANSOME,JUDITH,PEQUENOS	965333333333	11-11-13	75.00
SALEMON,REYLENE,ANN	965333333333	11-11-13	7109.75
SHRINNO,JOSE,JONNY	965333333333	11-11-13	50.00
SICKEY,SUNDAY,SPARKS	965333333333	11-11-13	50.00
SMITH,SHONDA	965333333333	11-11-13	55.50
TEALE,RAY,LYNNE	965333333333	11-11-13	163.00
TEALE,MAXY,ANNE	965333333333	11-11-13	4373.31
TOM,KABELA,ANN	965333333333	11-11-13	150.00
WALL,LAUREEN FERN	965333333333	11-11-13	50.00
WAYS,JASMINE,Q	965333333333	11-11-13	41.00
WASHINGS,SYLVIA,DENETTA	965333333333	11-11-13	75.00
WHISPEERS,SALVADOR	965333333333	11-11-13	429.50

TOTAL NUMBER OF ACCOUNTS ASSIGNED: 38
TOTAL DOLLAR AMOUNT ASSIGNED: $96,577.65

PAGE NO. 2

Sincerely,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

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Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW

Chapter V: 2.3.5 Reporting Capacity

Recall/Cancel Report

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

DATE: 11-15-13

CLIENT NO. CO543330

Sample Client
100 Main Street
Gailtown, CO 73256

The following debtors assigned by you to this agency have been removed from active collection processes. Please notify us immediately if the action was taken in error. Thank you for the opportunity to be of service to you.

ACCOUNT NAME	ASSIGNED	PRINCIPAL	CAN. AMT.	ACCOUNT NUMBER
FARNETT, BOBBY RECALLED BY CLIENT	04 NOV 11	1109.00	1109.00	E07-00000-00000
HARDIN, JEFFREY RECALLED BY CLIENT	04 NOV 11	52.00	52.00	E06-00000-00000
KOMMEY, ROBERT RECALLED BY CLIENT	04 NOV 11	124.00	124.00	E07-00000-00000
MALINK, MICHAEL RECALLED BY CLIENT	04 NOV 11	966.75	966.75	E06-00000-00000
ROVERS, SALVADOR RECALLED BY CLIENT	04 NOV 11	159.50	159.50	E06-00000-00000
RINKS, CURTIS RECALLED BY CLIENT	04 NOV 11	911.00	911.00	E06-00000-00000
STEELTS, ANGELA RECALLED BY CLIENT	04 NOV 11	898.00	898.00	H06-00000-00000
SHINEY, PENNY O RECALLED BY CLIENT	04 NOV 11	91.00	91.00	E06-00000-00000
SITE, CYNTHIA J RECALLED BY CLIENT	04 NOV 11	787.00	787.00	E07-00000-00000

TOTAL NUMBER OF ACCOUNTS: 9
TOTAL DOLLAR AMOUNT CANCELLED: $5,098.25

Sincerely,

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

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SAMPLE COUNTY

PRECINCT 1

Collections by Offense Year Report

As of February 12, 2014

Offense Year	Assigned Amounts [Net of Adjustments]		Cancelled Amounts % = Cancelled / Assigned			Amount Collected* % = Collected / (Assigned - Cancelled)			Remaining Portfolio % = Remaining / Assigned	
	#	$	#	$	%	#	$	%	$	%
2012	742	$ 224,580.73	48	$ 15,447.25	6.88%	37	$ 13,523.65	6.47%	$ 195,609.83	87.10%
2011	1,575	$ 512,568.78	153	$ 48,061.20	9.38%	130	$ 41,867.70	9.01%	$ 422,639.88	82.46%
2010	2,136	$ 739,927.59	280	$ 102,232.63	13.82%	286	$ 90,605.40	14.21%	$ 547,089.56	73.94%
2009	2,708	$ 938,864.09	344	$ 118,962.78	12.67%	410	$ 130,995.37	15.98%	$ 688,905.94	73.38%
2008	2,679	$ 848,313.31	234	$ 81,649.60	9.65%	358	$ 118,109.51	15.45%	$ 646,554.20	76.40%
2007	2,077	$ 648,684.83	136	$ 45,582.10	7.03%	367	$ 116,588.47	19.33%	$ 486,514.26	75.00%
2006	1,922	$ 577,408.90	165	$ 50,276.35	8.71%	311	$ 100,027.00	18.98%	$ 427,105.55	73.97%
2005	805	$ 234,029.19	74	$ 21,121.40	9.03%	107	$ 29,231.69	13.73%	$ 183,676.10	78.48%
2004	77	$ 23,381.40	8	$ 2,589.60	11.08%	6	$ 1,301.20	6.26%	$ 19,490.60	83.36%
2003	80	$ 23,300.40	29	$ 10,089.70	43.30%	8	$ 2,458.80	18.61%	$ 10,751.90	46.14%
2002	147	$ 39,139.00	90	$ 26,598.00	67.96%	2	$ 727.00	5.80%	$ 11,814.00	30.18%
2001	220	$ 53,319.00	144	$ 37,518.50	70.37%	4	$ 863.75	5.47%	$ 14,936.75	28.01%
2000	434	$ 89,362.25	50	$ 13,326.50	14.91%	29	$ 6,105.00	8.03%	$ 69,930.75	78.26%
1999	957	$ 182,365.25	47	$ 8,845.50	4.85%	80	$ 14,862.00	8.57%	$ 158,657.75	87.00%
1998	1,262	$ 207,755.75	63	$ 12,111.00	5.83%	121	$ 19,987.25	10.22%	$ 175,657.50	84.55%
1997	1,145	$ 201,881.81	65	$ 12,999.34	6.44%	147	$ 25,997.41	13.76%	$ 162,885.06	80.68%
1996	1,005	$ 165,111.59	55	$ 8,639.00	5.23%	110	$ 15,876.99	10.15%	$ 140,595.60	85.15%
1995	1,128	$ 206,793.00	61	$ 10,799.00	5.22%	105	$ 16,823.85	8.58%	$ 179,170.15	86.64%
1994	114	$ 24,521.00	1	$ 118.00	0.48%	9	$ 1,979.00	8.11%	$ 22,424.00	91.45%
1993	7	$ 1,686.00							$ 1,686.00	100.00%
1992	3	$ 1,187.00							$ 1,187.00	100.00%
Total	**21,223**	**$ 5,942,180.87**	**2,047**	**$ 626,967.45**	**10.55%**	**2,627**	**$ 747,931.04**	**14.07%**	**$ 4,567,282.38**	**76.86%**

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*** Amount Collected means dollars collected from accounts assigned in that Year.**

LGB&S Collections by Offense Year - Page 1

Chapter V: 2.3.5 Reporting Capacity

History Report

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LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

history report
HISTORY ANALYSIS FOR: Sample Client

MONTH ENDING 10-31-13

MO YR	NET/(GROSS) ASSIGNMENTS #	NET/(GROSS) ASSIGNMENTS AMOUNT	AVG	COLLECTIONS CURR	%	COLLECTIONS TO DATE	NET %	GROSS %	CLIENT/(AGENCY) COMMISSIONS TO DATE	%	CANCELLED #	CANCELLED AMOUNT	%	OPEN ACCOUNTS #	OPEN ACCOUNTS AMOUNT	# PIF	AVG AGE
10-13	917	200,817 (201,162)	219	8,947	4	8,947	5	4	1,743	19	22 (0	4,236 0)	2	847	187,635	48	441
9-13	999	192,842 (192,825)	193	16,052	8	23,736	13	12	4,582	19	28 (0	5,926 0)	3	838	163,181	133	482
8-13	770	175,685 (175,995)	228	12,705	7	40,848	24	23	7,973	20	24 (0	4,705 0)	3	549	130,132	197	394
7-13	569	119,556 (119,576)	210	7,422	6	33,329	29	28	6,540	20	33 (0	5,008 0)	4	367	81,219	169	380
6-13	736	145,105 (144,922)	197	8,618	6	51,018	37	35	10,100	20	34 (0	7,140 0)	5	415	86,947	287	406
5-13	1361	279,117 (279,441)	205	9,848	4	126,484	48	45	25,095	20	86 (0	15,138 0)	5	626	137,495	649	395
4-13	1262	250,538 (250,197)	199	7,200	3	126,069	52	50	24,831	20	37 (0	7,753 0)	3	526	116,716	699	438
3-13	1103	209,027 (209,915)	190	8,389	4	94,108	47	45	18,569	20	39 (0	6,876 0)	3	492	108,043	572	396
2-13	1006	205,552 (206,018)	204	4,982	2	100,372	50	49	19,664	20	35 (0	6,277 0)	3	431	98,903	540	386
1-13	1626	333,439 (333,392)	205	8,499	3	177,765	55	53	35,082	20	44 (0	10,739 0)	3	663	144,935	919	377
12-12	1325	263,567 (263,214)	199	6,722	3	132,199	51	50	25,869	20	27 (0	6,382 0)	2	629	124,986	669	387
11-12		330,590		8,861		171,753			33,779			8,448			150,389		

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history report

	1671	(331,241)	198		3		53	52		20	47	(0		0)	3	704		920	405

PAGE 2 HISTORY ANALYSIS FOR: Sample Client MONTH ENDING 10-31-13

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

MO YR	NET/(GROSS) ASSIGNMENTS #	NET/(GROSS) ASSIGNMENTS AMOUNT	AVG	COLLECTIONS CURR	%	COLLECTIONS TO DATE	NET %	GROSS %	COMMISSIONS TO DATE	%	CLIENT/(AGENCY) CANCELLED #	CANCELLED AMOUNT	%	OPEN ACCOUNTS #	OPEN ACCOUNTS AMOUNT	# PIF	AVG AGE
10-12	1585	301,482 (301,465)	190	9,621	3	145,162	49	48	28,606	20	34 (0	6,808 0)	2	731	149,513	820	482
9-12	1872	333,010 (333,983)	178	9,374	3	169,170	52	51	33,144	20	38 (0	9,626 0)	3	862	154,215	972	695
8-12	1734	359,210 (359,247)	207	8,023	2	192,579	55	54	37,971	20	33 (0	6,144 0)	2	722	160,487	979	375
7-12	1297	241,949 (241,089)	187	5,844	2	129,636	55	54	25,471	20	20 (0	6,084 0)	3	570	106,230	707	419
6-12	1889	337,524 (336,504)	179	9,591	3	190,387	59	56	37,251	20	73 (0	14,390 0)	4	696	132,748	1120	449
5-12	4008	830,105 (831,600)	207	22,500	3	348,295	45	42	68,413	20	300 (0	62,397 0)	8	1870	419,413	1838	417
4-12		0 (0)	0	0	0	0	0	0	0	0	0 (0	0 0)	0	0	0		
3-12		0 (0)	0	0	0	0	0	0	0	0	0 (0	0 0)	0	0	0		
2-12	1375	306,283 (306,026)	223	2,581	1	139,276	47	45	25,287	18	44 (0	9,173 0)	3	707	157,834	624	363
1-12	1338	302,285 (302,620)	226	3,966	1	147,047	50	49	25,938	18	40 (0	9,343 0)	3	643	145,894	655	379
12-11	1222	268,159	219	6,002	2	124,718	48	47	21,966	18	27	6,027	2	625	137,414	570	415

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history report

		(268,087)											(0		0)					
11-11	1599	319,197	200	2,724	1	142,832	46	45	25,036	18	29	5,821	2	852	170,545	718	423			
		(319,992)									(0		0)							

†PAGE 3
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

HISTORY ANALYSIS FOR: Sample Client

MONTH ENDING 10-31-13

MO YR	NET/(GROSS) ASSIGNMENTS #	NET/(GROSS) ASSIGNMENTS AMOUNT	AVG	COLLECTIONS CURR	COLLECTIONS %	COLLECTIONS TO DATE	NET %	GROSS %	COMMISSIONS TO DATE	COMMISSIONS %	CLIENT/(AGENCY) CANCELLED #	CLIENT/(AGENCY) CANCELLED AMOUNT	%	OPEN ACCOUNTS #	OPEN ACCOUNTS AMOUNT	# PIF	AVG AGE
YR-13	10349	2,111,679	204	92,661	4	782,675	38	37	154,177	20	382	73,797	3	5754	1,255,207	4213	409
		(2,113,442)									(0	0)					
YR-12	18094	3,606,006	199	87,084	2	1,765,504	51	49	341,728	19	656	138,793	4	8134	1,701,709	9304	441
		(3,606,990)									(0	0)					
YR-11	16029	3,005,545	188	23,248	1	1,426,181	49	47	252,152	18	415	76,328	3	8136	1,503,036	7478	404
		(3,005,529)									(0	0)					
YR-10	16640	2,703,745	162	5,685	0	1,384,780	53	51	244,857	18	519	73,241	3	7842	1,245,724	8279	381
		(2,704,776)									(0	0)					
YR-09	15328	2,257,824	147	4,626	0	1,250,991	57	55	221,433	18	411	57,531	3	6350	949,302	8567	389
		(2,261,268)									(0	0)					
YR-08	68044	7,029,466	103	12,830	0	2,109,685	30	30	374,391	18	658	58,304	1	47141	4,861,478	20245	1739
		(7,035,528)									(1	52)					
YR-07	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		(0)									(0	0)					
PRIOR		0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		(0)									(0	0)					
TOTAL	144484	20,714,265	143	226,134	1	8,719,816	43	42	1,588,739	18	3,041	477,994	2	83357	11,516,456	58086	1033
		(20,727,533)									(1	52)					

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Chapter V: 2.3.5 Reporting Capacity

history report

PAGE 1 STAIR STEP HISTORY ANALYSIS FOR: Sample Client MONTH ENDING 10-31-13

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

MO YR	ASSIGNMENTS #	AMT-PLACED	ADJUST	NET-PLACED	AVERAGE	1MO	2MO	3MO	4MO	5MO	6MO	7MO	8MO	9MO	10MO	11MO	12MO	OVER 12MO
10-13	917	201,162	-344	200,817	219	4.5												
9-13	999	192,825	17	192,842	193	4.0	12.3											
8-13	770	175,995	-310	175,685	228	3.8	16.0	23.3										
7-13	569	119,576	-20	119,556	210	3.2	13.0	21.7	27.9									
6-13	736	144,922	184	145,105	197	4.3	16.5	24.1	29.2	35.2								
5-13	1,361	279,441	-324	279,117	205	13.3	25.3	32.6	37.5	41.8	45.3							
4-13	1,262	250,197	341	250,538	199	2.9	23.5	31.8	37.1	44.1	47.4	50.3						
3-13	1,103	209,915	-889	209,027	190	3.1	9.1	13.9	16.4	23.8	36.0	41.0	45.0					
2-13	1,006	206,018	-466	205,552	204	0.9	15.6	19.5	21.4	23.1	29.7	43.4	46.4	48.8				
1-13	1,626	333,392	48	333,439	205	0.6	3.6	20.9	24.0	27.2	28.2	33.6	45.6	50.8	53.3			
12-12	1,325	263,214	353	263,567	199	0.4	2.0	4.6	22.6	24.1	26.1	28.3	33.5	44.0	47.6	50.2		
11-12	1,671	331,241	-651	330,590	198	0.1	2.0	3.2	4.0	22.3	23.6	25.5	27.1	40.6	46.3	49.3	52.0	
10-12	1,585	301,465	18	301,482	190	0.2	2.6	3.3	3.9	4.9	23.2	24.5	25.5	26.8	37.7	42.2	45.0	48.1
9-12	1,872	333,983	-974	333,010	178	0.6	1.2	3.5	4.3	5.0	6.0	26.5	27.9	29.2	30.9	40.9	44.8	50.8
8-12	1,734	359,247	-38	359,210	207	0.5	1.9	3.1	3.8	4.8	5.2	5.8	28.2	29.4	30.2	30.9	43.5	53.6
7-12	1,297	241,089	860	241,949	187	0.6	3.3	4.3	5.1	5.9	6.5	6.9	7.0	30.9	31.5	32.0	33.8	53.6
6-12	1,889	336,504	1,020	337,524	179	0.7	3.1	4.9	5.4	5.9	6.1	6.6	7.0	7.7	31.3	32.3	32.9	56.4
5-12	4,008	831,600	-1,495	830,105	207	0.9	3.4	4.5	5.0	5.3	5.4	5.7	6.0	6.2	6.6	24.8	25.6	42.0
4-12	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3-12	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2-12	1,375	306,026	257	306,283	223	5.8	14.3	18.4	20.3	21.6	22.7	23.6	24.1	24.7	25.2	25.2	27.6	45.5
1-12	1,338	302,620	-335	302,285	226	5.0	17.5	24.3	27.6	29.0	30.7	31.9	33.6	35.0	36.0	36.8	37.2	48.6
12-11	1,222	268,087	72	268,159	219	2.7	10.3	18.2	23.9	25.5	27.8	28.6	30.0	30.3	31.4	32.4	33.4	46.5
11-11	1,599	319,992	-795	319,197	200	2.0	9.5	14.4	21.0	24.5	26.3	27.0	29.0	29.9	30.9	31.5	32.4	44.7
				TOTAL AVERAGE RATIOS:		2.7	9.8	14.7	17.9	20.8	23.3	25.6	27.7	31.0	33.8	35.7	37.1	49.0

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Linebarger Goggan Blair & Sampson, LLP ATTORNEYS AT LAW

Chapter V: 2.3.5 Reporting Capacity

Remittance Report

Sample Client PAYMENT REPORT 09:52:02am 15 Nov 2013

CLIENT#.....	TC	DNUM	C.D.#	CASE#.....	PMT DATE	Tot Pmt	Fine Pd	Law Comm
SSCLIENT1		80000000	000MMMMMMM	XXXXXXXXXXX421CIXXMA1	11-12-13	131.60	94.00	37.60
SSCLIENT1		8000000	000MMMMMMMM	XXXXXXXXXXX422CIXXMA1	11-12-13	222.60	159.00	63.60
SSCLIENT1		8000000	000MMMMMMMM	XXXXXXXXXX3423CIXXMA1	11-12-13	84.00	60.00	24.00
SSCLIENT1		80000001	00MMMMMMMMM	XXXXXXXXXX6810CIXXMA1	11-12-13	129.50	92.50	37.00
SSCLIENT1		8000000	00MMMMMMMMM	XXXXXXXXXXX873CIXXMA1	11-12-13	79.80	57.00	22.80
SSCLIENT1		8000000	00MMMMMMMMMM	XXXXXXXXX6591CIXXMA1	11-12-13	201.60	144.00	57.60
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXX41546CIXXMA1	11-13-13	57.40	41.00	16.40
SSCLIENT1		8000000	MMMMMMMM	XXXXXXXXXXX244CIXXMA1	11-12-13	187.60	134.00	53.60
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXXXX243CIXXMA1	11-12-13	257.60	184.00	73.60
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXXX969CIXXMA1	11-12-13	170.80	122.00	48.80
SSCLIENT1		80000000	MMMMMMMM	XXXXXXXXXXX177CIXXMA1	11-13-13	57.40	41.00	16.40
	***							
						1579.90	1128.50	451.40
Totals for SSCLIENT1								
						1579.90	1128.50	451.40
SSCLIENT1		30000000		XXXXXXXXXXX644AXXXMA1	11-15-13	45.00	32.14	12.86
	***							
						45.00	32.14	12.86
Totals for SSCLIENT1								
						45.00	32.14	12.86
						1624.90	1160.64	464.26

12 records listed.

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Chapter V: 2.3.5 Reporting Capacity

Invoice

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

911 CENTRAL PARKWAY NORTH, SUITE 200
SAN ANTONIO, TX 78232

(210) 403-8622
FAX (210) 403-8901

2/13/2013

INVOICE

Fees and Fines for Sample Client

Sample Client
100 Main St.
Villagetown, FL 32360

Fees for collections during September 2012 due to Linebarger Goggan Blair & Sampson, LLP for the collection of fees and fines for Sample Client

Sample Client for September 2012 collections	$XXX
Sample Client for September 2012 fees due LGB&S, LLP	$XXX

Please make your check payable to *Linebarger Goggan Blair & Sampson, LLP* and mail to:

Linebarger Goggan Blair & Sampson, LLP
P.O. Box 17428
Austin, Texas 78760-7428

Attention: Accounts Receivable

Please include a copy of this invoice with your payment.

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Linebarger Goggan Blair & Sampson, LLP
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Chapter V: 2.3.5 Reporting Capacity

Billing Statement

SAMPLE CLIENT

For the Period Ending October 31, 2013

Transaction Date	Client Reference #	Name	Payment	Commission	Add On
10/31/2013	07-00000	BARRON, SCONNY	$149.50	$34.50	Yes
10/31/2013	07-00000	BERNE, RAYMOND	$80.00	$80.00	Yes
10/31/2013	07-00000	BERNE, STEPHANIE	$20.00	$20.00	Yes
10/31/2013	07-00000	BRIDGES, MADISON	$201.50	$46.50	Yes
10/31/2013	07-00000	CALLIPER, CONNIS	$292.50	$67.50	Yes
10/31/2013	07-00000	CALLIPER, MANNIS	$267.80	$61.80	Yes
10/31/2013	07-00000	FAIRLY, REED	$245.70	$56.70	Yes
10/31/2013	07-00000	GRAPESEED, GIULIANA	$200.80	$55.80	Yes
10/31/2013	07-00000	GRAPESEED, STEFANO	$230.10	$53.10	Yes
10/31/2013	07-00000	GRILL, LAUREN O	$230.00	$54.00	Yes
9/30/2013	07-00000	JANE, EYRE	$127.40	$29.40	Yes
10/31/2013	07-00000	JUNKET, BAYLOR	$202.00	$46.50	Yes
10/31/2013	07-00000	KIRKRUM, THAD	$156.00	$36.00	Yes
10/31/2013	07-00000	LIMON, ADA	$234.00	$54.00	Yes
10/31/2013	07-00000	MCCITRIDGE, TRAVIS T	$195.00	$45.00	Yes
10/31/2013	07-00000	MCDONNELLY, KYLE T	$139.10	$32.10	Yes
10/31/2013	07-00000	RIVIARA, STODDARD	$292.50	$67.50	Yes
10/31/2013	07-00000	SIRCHAZ, CARMENO	$195.00	$45.00	Yes
10/31/2013	07-00000	SRIMONK, TREY A	$239.20	$55.20	Yes
10/31/2013	07-00000	STAPLE, SIMONE	$292.50	$67.50	Yes
9/30/2013	07-00000	WHIPLASH, SNIDELY	$291.30	$60.30	Yes
10/31/2013	07-00000	ZIPPER, DOUGLASS	$237.90	$54.90	Yes
	Total		**$4,519.80**	**$1,123.30**	

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Ad-Hoc Report Sample

Sample Client
Civil Traffic
As of 26 December 2013

	Placements		Current Good Address (1)		Mailings		NCOA / Skip Tracing	
Year	Accounts #	Amount	Count	Percent	Letters Mailed	Mail Returns Processed	Attempts	Hits
2008	67,760	$ 6,989,557	48959	72%	152,391	35,260	571,651	45,319
2009	15,612	$ 2,307,239	12209	78%	40,133	5,453	56,769	6,307
2010	16,640	$ 2,704,802	13079	79%	42,685	5,390	59,395	16,252
2011	16,029	$ 3,005,529	12541	78%	40,599	4,558	41,717	5,681
2012	18,094	$ 3,606,990	14165	78%	42,790	4,202	42,845	6,609
2013	7,567	$ 1,524,378	6194	82%	10,799	1,055	10,148	1,628
Total	141,702	$ 20,138,494	107,147	76%	329,397	55,918	782,525	81,796

	Current Good Phone (2)										
Year	Count	Percent	Outbound Calls		Closed (3)		Non-payment Resolutions (4)		Payment Resolutions (5)		Commission
2008	11,357	17%	274,618	$	57,404	$	(5,948)	$	2,034,356	$	361,047
2009	3,872	25%	57,248	$	57,951	$	(3,307)	$	1,258,666	$	222,862
2010	2,648	16%	50,713	$	73,035	$	(1,004)	$	1,360,432	$	240,494
2011	1,042	7%	12,727	$	75,356	$	504	$	1,330,609	$	235,486
2012	1,032	6%	21,678	$	137,604	$	(762)	$	1,412,184	$	272,887
2013	247	3%	2,384	$	54,596	$	501	$	408,204	$	80,385
Total	20,198	14%	419,368	$	455,946	$	(10,015)	$	7,804,451	$	1,413,161

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Notes:

1 **Current Good Addresses** represent accounts that have a mailable address today. These accounts might have been placed with an address, however through mailing and skip tracing activities, we have identified that address and subsequent addresses to be incorrect and have not found a new address.

2 **Current Good Phones** represent accounts that have a callable phone number today. These accounts might have been placed with a phone number; however through calling and skip tracing activities, we have identified that number and subsequent numbers to be incorrect.

3 **Closed** amounts represent accounts that have been closed by the client or accounts that have been adjusted to zero without a payment.

4 **Non-Payment Resolution** amounts consists of the following payment types: A = Adjustments, S = Community Service, T = Time Served, J = Judgment Only

5 **Payment Resolution** amounts consists of the following payment types: C = Cash Payment and B = Bond Forfeit

Linebarger Goggan Blair & Sampson, LLP
Attorneys at Law

Chapter V: 2.3.5 Reporting Capacity

6.2 Describe the offeror's policy regarding the level of ongoing communications between the offeror and the County including the Justice Courts and TCCC.

We strive to build client relationships that last. One reason for the strength of our public-private partnerships is our close attention to our clients' needs.

Within the firm's offices, partners and managers adopt a hands-on approach to each client's project. They have daily opportunities to impart their keen understanding of collections to the front-line staff and their insight into the challenges collectors face enables them to develop innovative ideas for fine-tuning processes.

Our relationships with clients are open-door. From meetings with partners to daily collection reports, we offer our clients full access to our personnel and our processes. Our relationship with the County will be no exception.

Contract Management and Communication

Our management team for this project will continue to provide strong management and oversight to all law firm personnel and performing duties on behalf of the County under this contract. Communications will be coordinated between the County and the appropriate Linebarger Goggan team member so that any issue may be discussed and resolved. Mr. Garcia and other team members are available to communicate in any manner desired and requested by the County, including personally meeting with County staff in your offices as desired.

Mike Vallandingham, Capital Partner & Chief Marketing Officer, will assure that the law firm delivers on the promises made during the proposal process. Partner Jeff Garcia will supervise collection strategies. Mr. Garcia will be the primary point of contact for the Justice Courts and the Travis County Central Collections (TCCC) with regard to all issues, technical or otherwise, throughout the term of this contract. Managing Partner Steve Bird will assist Mr. Garcia in supervising collection strategies and serve as a secondary point of contact.

Capital Partner Ken Oden will be available to provide legal support as needed. Fees and Fines Liaisons Erica Lopez and Karolyn Williams will provide

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Chapter V: 2.3.5 Reporting Capacity

operational support and Dennis Hart will provide support related to marketing and communications.

John Wilson, from the law firm's San Antonio Call Center, will be responsible for managing the necessary call center resources and collection staff. Mr. Wilson will be available as a point of contact for communications between the County and Linebarger Goggan relating to call center issues.

Contract Manager Trevor Balderrama and other necessary personnel from the law firm's Information Technology Group will assist in the management of all daily technical program activities. Mr. Balderrama will be available as a point of contact for communications between the County and Linebarger Goggan relating to technical issues.

ITG personnel will also monitor and manage all IT-related processes throughout the term of the contract. Rich Pachecano, Director of Fees and Fines impose quality controls for the collection processes used by our ITG. Rick Haass, Chief Technology Officer will ensure data security measures are always in place.

Chief Operating Officer Greg DeWinne and Chief Financial Officer Chris Moehnke will make sure that resource needs for the project are available and oversee finance-related matters.

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Chapter VI: 2.3.6 Computer Network

Within this chapter, Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) responds to each item listed in Part I, Section C, Item 7.0 of the Request for Services issued by Travis County, Texas (County).

7.1 Describe the computer system the offeror uses, any planned updates, and its security capabilities and limitations including at least the method used to secure data transmission.

More than three decades ago, while the rest of the industry relied on paper, pens, and calculators, Linebarger Goggan pioneered the application of data processing technology to recovering delinquent receivables, launching a tradition of innovation that continues today.

We have invested tens-of-millions of dollars and more than three decades to develop the most sophisticated data processing and communications network in the industry. Our systems currently manage over $10 billion in receivables and track more than 250,000 related lawsuits and bankruptcy cases. No other law firm or collection agency has succeeded in duplicating our system's efficiency or capacity.

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Our Technology

System Architecture and Components

Developed and managed by ITG, Linebarger Goggan's automated collection system integrates all aspects of the collection process for a wide variety of receivable types. Incorporating custom software and powerful, specialized hardware, the system is technologically advanced and complex in its capabilities, yet simple in design for flexibility and reliability. Based upon scalable, redundant architecture, our system meets the data processing and communication needs of

Chapter VI: 2.3.6 Computer Network

multiple clients while addressing client and regulatory requirements for security, connectivity, and business continuity.

Linebarger Goggan's Proprietary Software

Custom software developed by our Information Technology Group (ITG) enables us to meet the unique needs of each client and adapt quickly to changes in the collection process.

Fees and Fines Collection Software

For our fees and fines collection system, ITG programmers adapted the Columbia Ultimate Business Systems, Inc. (CUBS) software, adding easy-to-use custom features that enhance the capabilities of the CUBS software without compromising stability.

The major components and connectivity of the Fees and Fines architecture include the following:

- secure FTP Server (for data file I/O)
- Avaya phone system (with call processors, telephony switches, media gateways and call management servers)
- Cisco phone system (with core switches, voice and VM gateways, call management servers, and internet connectivity)
- tandem server/processors with content load balancing
- CUBS application production, test, and development servers
- Netapp Filer (for secure data retrieval and loads)
- SANS storage device
- dialers (TouchStar)
- credit card transaction server
- call recording server (TouchStar)
- call accounting server (TouchStar)
- generator and UPS boxes

The primary data processing and storage site for the firm's Fees and Fines application is at IT Headquarters in San Antonio, Texas, with the backup recovery site located in Austin, Texas.

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Hardware

ITG system architects designed the firm's hardware around modular components — building blocks — that can be easily upgraded or expanded. Redundancies built into the system ensure that a change to part of the system does not interrupt workflow. Modular system architecture thus allows us to increase performance and capacity quickly, with minimal downtime.

Compatibility with County Systems

Linebarger Goggan's technology and systems are already interfaced with the County's Odyssey software and IT systems and have experienced personnel trained in all County protocols for collections and reporting.

No Planned Updates

We have no planned updates to the computer system at this time.

Data Transfers

Upon contract award, ITG creates a secure database for the client. The client is assigned a unique internal tracking number, which will be used throughout the life of the contract to generate reports and track account placement data.

ITG establishes, tests, and confirms to the satisfaction of the client's programmers and technical support staff all of the firm's network connections, verifying appropriate levels of security and data integrity between the client's system and ours. Information is transferred by secure FTP through encrypted VPN.
For security reasons, we do not accept direct electronic data transfers to or from computers located within our internal network infrastructure. Instead, encrypted data is transferred from the client's system to a secure computer located outside the firewall from our secure infrastructure. Once files are received, validated, and checked for viruses, malware, etc., they are then transferred to our internal infrastructure via a secured connection accessible only from our internal network.

When the firm's file transfer servers receive files from a client, they send automatic e-mail notification to our client managers and ITG's load technicians. The client managers track their specific clients' data, while the load techs check

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Chapter VI: 2.3.6 Computer Network

the data for errors; after verifying the data, they load it into our proprietary software system.

Data and System Security

Security is built into every aspect of Linebarger Goggan's IT functions. From data transfer through data storage, the security experts of our Information Technology Group ensure the integrity and confidentiality of client information.

Linebarger Goggan Maintains National Institute of Standards and Technology Security Standards

As a result of a firm-wide effort to maximize the already excellent security of our IT systems, in July 2005 Linebarger Goggan received its National Institute of Standards and Technology (NIST) Compliance Letter, based upon the NIST 800 series special publications, which provide guidance on developing and implementing a comprehensive computer security program. These documents were developed to assist organizations that process "Sensitive but Unclassified (SBU) information."

The certification process involved an extensive review of every aspect of the firm's information systems security, including disaster recovery, intrusion detection, physical plant security, and virus protection. The firm's NIST Compliance Letter was renewed in April 2013.

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Payment Card Industry Compliance

All information and personal data connected with the collection of County accounts will be considered confidential and will be protected throughout its life cycle in our systems. Linebarger Goggan's operations currently comply with Payment Card Industry (PCI) Data Security Standard version 2.0. The law firm uses Digital Defense, Inc. (DDI), a PCI scanning vendor approved by the PCI Security Standards Council, to confirm that Linebarger Goggan meets PCI compliance requirements. Our most recent PCI scan was completed on Jan. 15, 2014 and is good until April 15, 2014.

To support Linebarger Goggan's PCI compliance, we have a full library of Information and Physical Security policies. These policies are based on guidance provided within the National Institute of Standards and Technology (NIST)

Chapter VI: 2.3.6 Computer Network

Special Publication series. Specifically, Linebarger Goggan meets the security controls defined for a Moderate risk information system. Additionally, these security controls have been mapped to the controls identified by PCI. The following is a listing of the policies maintained by the firm:

- Acceptable Use Policy
- Access Policy
- Audit Policy
- Certification and Accreditation and Security Assessment Policy
- Configuration Management Policy
- Disaster Recovery Plan
- Identification and Authentication Policy
- Incident Response Policy
- Information Security Planning Policy
- Media Protection Policy
- Personnel Security Policy
- Physical and Environmental Protection Policy
- Risk Assessment Policy
- Security Awareness and Training Policy
- System and Communications Protection Policy
- System and Information Integrity Policy
- System and Service Acquisition Policy
- System Maintenance Policy

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Network Security

Within our computer network, strict security protocols developed and maintained by ITG protect clients' data from both external and internal threats:

Powerful antivirus software. ITG technicians run antivirus programs on all computer systems each day to prevent contamination of data.

Continuous monitoring to prevent intrusion. A firewall offers protection at the firm's connection to the Internet. ITG runs intrusion detection software on our firewall and can run it on any other router involved in a connection.

Close monitoring of Internet communications. Our system collects information on all inbound and outbound Internet traffic.

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128-bit end node to end node data encryption. We maintain several virtual private network (VPN) connections, which provide the necessary speed and security.

Password protection. Access to the firm's computer network requires a unique user ID and password created using "strong" criteria: at least eight characters, a mixture of upper- and lower-case letters, at least one number, and at least one special character. Passwords must be changed every 90 days, and users may not reuse passwords.

Security at each end node. Limited, secure end node access protects law firm communications. Each end node has a dedicated IP address, and our end node routers send audit logs to our centralized log server, creating a record of all transmissions.

Access on a strict need-to-know basis. Once a client's data resides within the Linebarger Goggan system, a secure login and password unique to that client prevent accidental or intentional intrusion. The login and password are provided only to those firm employees who need direct access to client data, effectively isolating the client's account data from other system data.

Centralized IT operations. Electronic data associated with the County project will be maintained at Linebarger Goggan's ITG facility, the primary technology location for the firm. Located in San Antonio, Texas, this facility's extensive physical and network safeguards protect the information and hardware maintained at this location. All County data transfers and data communications will be accomplished by a leased 10Mbs dedicated connection.

Secure Data Transfers

Linebarger Goggan's ITG department takes extraordinary steps to guarantee security during client transmission of data:

- SFTP: Linebarger Goggan's system supports SFTP (port 22) as a protocol for secure file transfers by using the OpenSSH client and server model.
- Web SSL: We support HTTPS file transfers through a secure Web page. All data transfers and logons occur within a 256-bit encrypted SSL session.

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- IP Sec Tunnel: Our system supports the use of a client-to-server or LAN-to-LAN IPSec encrypted tunnel through which a standard FTP session (port 21) can be established and encrypted up to 256 bits.
- PGP: We support the use of PGP for encrypting files that are e-mailed. Messages are encrypted with a user's key, which works in conjunction with scrambling algorithms to produce data that can be decrypted only by its intended recipient.

Telecommunications Systems

Our call centers rely on state-of-the-art technology for managing all inbound and outbound call campaigns. We use an Avaya phone system integrated with a TouchStar dialer and CUBS software to maximize our telephone collection programs. The TouchStar dialer offers the following features:

- Outbound & Inbound Telephony
- Predictive Dialing
- Automated Call Distribution
- Interactive Voice Response
- Reporting
- VoIP Options
- Remote Collectors
- FDCPA Compliance Management
- Automated Messaging
- Integrated Call Recording
- Monitoring & Coaching

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Linebarger Goggan's San Antonio Call Center

The San Antonio Call Center will conduct the City s dialer campaigns and respond to all defendant calls for the County's accounts. For the defendants' convenience, we assign a unique, toll-free number to the client's project. This number is provided in all correspondence and phone conversations with the County's defendants.

An interactive voice response system assists defendants who call the toll-free number associated with the County's project. The system presents callers with several options: hold for forwarding to a specific collector (maximum wait time of

Chapter VI: 2.3.6 Computer Network

30 seconds), leave a message for a specific collector, or leave a general message to be forwarded to the appropriate collector the next morning. All calls are returned no later than the following business day.

This system operates 24 hours a day for the convenience of after-hours callers.

7.2 Describe all electronic methods by which County may access case data for cases referred to the offeror including mode of daily transmission and online inquiry capacity, if available.

Real-Time Access to Data

Linebarger Goggan will provide on-line real-time access for the County to view the status and activity on their accounts via an Internet connection. The County will be able to monitor account status and activity on an account by account basis, including letters, phone calls and collector notes. Access will also include selected monthly reports that may be viewed via the web site. These reports will include information on placements, collection rates, dismissal rates and other activities.

Additional information on Client View is included in *Chapter V*.

7.3 Describe the offeror's ability to maintain case records (placements, collections efforts, and recovery).

Maintaining Account Activity

Linebarger Goggan uses customized software to manage its clients' data. For each account, the activity screen used by collectors features a reminder field that must be completed before he or she can exit the screen. These reminders establish when the next step in the collection process must be taken, and whether follow-up should be automated or personally handled by a collector. Reports track the collection process to ensure that accounts are worked in a timely fashion.

In instances requiring immediate follow-up, a supervisor transfers the account to his or her ownership and personally seeks to resolve the issue before transferring the account back to the appropriate person or group.

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Chapter VI: 2.3.6 Computer Network

Data Recovery

All accounts are backed up through our San Antonio ITG facility. Further details on our data archiving and data recovery procedures can be found in our response to Part I, Section C, Item 7.5, located at the bottom of this page.

7.4 Describe the offeror's disposal policies and practices (e.g., on-site shredding, storage).

Linebarger Goggan follows established procedures for identifying confidential information and securely destroying it. Electronic media such as floppy disks, CDs, and magnetic tapes are burned, shredded, or degaussed to make recovery of data impracticable. In the event that a computer is no longer usable, the information contained on its hard drive is destroyed by either magnetically removing the information or physically destroying the hard drive.

A copy of "LGBS Operating Policy and Procedure—Destruction/Shredding/ Disposal of Confidential Hard-copy Paper Documents and Records" and "LGBS Information Security Policies, Standards & Guidelines", both of which identifies confidential information and the process for securely destroying copies of such information, has been included in a separate envelope marked "confidential".

We consider these law firm policies to be proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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7.5 Describe the offeror's computer network backup capabilities and provide a copy of the offeror's disaster recovery plan.

Backup Data and Data Archives

Data Backups

ITG conducts a full backup of Linebarger Goggan systems every Friday, incremental backups Saturday through Thursday, and full backups of certain databases every day.

Our backups meet the same high standards for security as our regular systems and processes, and are encrypted using AES 256-bit encryption. ITG uses Qinetix CommVault as its backup application.

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We maintain full monthly copies of data for one to seven years, depending upon the client's requirements. All backups are verified for accuracy to ensure that the firm can fully restore client data if needed.

Data Archives

A copy of each client file is made for file archiving. Our Enhanced File Transfer System monitors all uniquely named directories for each of our clients. A change is detected in a client folder when a file arrives on our Server. Our Enhanced File Transfer System then automatically creates a uniquely named archived copy using the time it was uploaded or changed plus the original file name, i.e. **[(TimeOfUpload)OriginalFileName]**, and places it on our Enterprise SAN Storage Solution in a uniquely named folder. This folder is also automatically created by our Enhanced File Transfer System with the name of the client and subfolders reflecting the date that the file or files were created. Uniquely naming each file ensures that a file uploaded with the same name cannot overwrite any previously uploaded files. A notification email is then sent out to all pertinent parties informing them that files have arrived. The email includes two UNC paths: one to the local server/folder where the original file is located, and the other showing the UNC path to the Enterprise SAN Storage location where the archived copy is located.

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The original file that is stored on our Server's local disks will be saved for 30 days and then deleted. The uniquely named file or files that are stored on our Enterprise SAN Storage System are set to never be deleted.

Linebarger Goggan also employs a unique solution called SyncIQ, which enables us to implement a remote disk archiving solution for disaster recovery using asynchronous replication of data. With this solution, the replication process occurs every six hours. This process replicates all client archived data changes from our Local Enterprise SAN Storage Solution to our remote Disaster Recovery location. The data on our Disaster Recovery location is also set to never be deleted.

Linebarger Goggan never erases or deletes any version of any client file from either our Local Enterprise Storage site or our remote Disaster Recoverable Enterprise Storage site. We keep all versions of every file for an indefinite retention time unless otherwise specified by the client.

Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW

Chapter VI: 2.3.6 Computer Network

Disaster Recovery Program

Linebarger Goggan's primary data center, located in San Antonio, is designed to support all clients' data processing needs. In the event that this data center experiences an outage requiring the transfer of data off site, the firm maintains an alternate data site at our Austin law office. The firm's disaster recovery plan addresses both short-term site or system failures of less than 24 hours and long-term failures of 24 hours or longer; these are identified as Level I and Level II, respectively. San Antonio will be the primary location for the County contract. Austin will serve as the back-up site in the event of a Level II disaster.

Disaster Recovery Plan

Every Linebarger Goggan office is required to have a detailed disaster recovery plan that meets the firm's standards. These plans establish regular data backup strategies, off-site storage, and notification and recovery procedures should a disaster occur.

Our disaster recovery plan includes the following:

- daily and weekly system file backup stored off-site
- annual audit of off-site storage facility
- disaster recovery agreement with Columbia Ultimate Business Systems
- semi-annual test of disaster recovery facilities
- disaster recovery team made up of personnel trained to carry out disaster procedures including
- notifying clients, vendors, and insurance companies
- setting up temporary offices
- ensuring physical and data security in the aftermath
- implementing salvage operations

A copy of "LGB&S Sample Office Disaster Recovery Plan" is included in a separate envelope marked "confidential".

We consider the "LGB&S Sample Office Disaster Recovery Plan" proprietary, confidential, trade secrets of the firm. We respectfully request that no copies of this information be made and/or distributed without the prior written consent of the firm.

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Chapter VII: 2.3.7 Fee Structure

Within this chapter, Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) responds to each item listed in Part I, Section C, Item 8.0 of the Request for Services issued by Travis County, Texas (County).

8.1 Submit a statement committing to limit the charge for those cases for which the collection fee may legally be added under Article 103.0031 of the Code of Criminal Procedure to the statutory limit on the collection fee (currently 30%).

Explanation of Fees

Linebarger Goggan commits and agrees to limit the charge for those cases for which the collection fee may legally be added under Article 103.0031 of the Code of Criminal Procedure to the statutory limit on the collection fee (currently 30%).

Pursuant to Texas Code of Criminal Procedure, Article 103.0031, where a 30 percent collection fee can be added to accounts more than 60 days past due, Linebarger Goggan proposes a collection fee equal to 30 percent of all monies actually collected on all referred accounts covered by this statute, when accounts are referred after 60 days past due. As contemplated by statute, this same fee will be applied to all of the offenses that occurred on or after June 18, 2003, as well as adjudicated cases that occurred before that date. This statute permits Travis County to receive all fines and fees revenue collected, as the collection fee is passed on to the defendant. The County will not bear any collection fee on these offenses.

As provided for in Article 103.0031, offenses which occurred prior to June 18, 2003 and that have no current adjudication may not pass on the statutory add-on collection fee. In those situations, Linebarger Goggan proposes a collection fee of 0 percent.

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Chapter VII: 2.3.7 Fee Structure

8.2 Submit a commitment from the offeror to limit the collection fee charged to the amount allowed by the law applicable at the time of collection.

Linebarger Goggan will limit the collection fee charged to the amount allowed by the law applicable at the time of collection.

8.3 If County refers cases that are not eligible to have a collection fee added to the outstanding balance, provide the offeror's requested collection fee, if any. The offeror should determine its proposed collection fee based on applying it to the outstanding fine portion of the balance only, even though the offeror must collect the entire fine and fee balance.

As noted in 8.1 on the previous page, if a collection fee is not authorized by statute, we will provide the requested collection services on the entire fine and fee balance for no fee.

8.4 NO fee will be payable for cases for which the Code of Criminal Procedure does not provide a fee.

Linebarger Goggan understands and agrees that no fee will be payable for cases for which the Code of Criminal Procedure does not provide a fee.

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Value-Added Services Benefitting Travis County

To ensure a successful collection program for the County, Linebarger Goggan is open to discussing the type of value-added services it would find beneficial. In our proposal we offer a variety of non-traditional collection techniques we believe will add value to the County. Those efforts include:

- We offer a no-costs service. Our proposal contemplates the statutory 30% contingent pass on fee that will only be applied to post June 18, 2003 offenses and pre June 18, 2003 adjudicated offenses as provided for in article 103.0031. We also agree to bear all expenses related to our collections
- We commit to providing the County our nationally recognized firm, headquartered in Austin and distinguished in the legal profession for our

Chapter VII: 2.3.7 Fee Structure

commitment to diversity. Among other services, our Austin office can accommodate walk in payments as well as secure payments online and via mobile devices. We will also provide offenders direct, one-on-one, meetings with lawyers as needed and same day legal advice to the County on any related issue(s) from our team of lawyers.

- We offer the County Real Time Client View access. We will provide the County on-line real time access to accounts placed for collection via a custom web portal which includes the ability to view account activity and download custom tailored reports.
- We offer to coordinate two Warrant Round Up events with the County by contributing up to $2,500 per event to the costs associated with the Round Up. This program will also seek to coordinate these events with the JP, Constable and Sheriff's Offices so that collections during these Round Up events will be maximized.
- We will implement a program whereby every quarter we will work in conjunction with the Constable and Sheriff's Office and supply a list of the top 100 violators (with legitimate addresses) so that direct contact may be made.
- We offer to contribute up to $5,000 toward the implementation of a stand-alone payment kiosk at a location of the County's choosing.
- Should our firm be selected as the sole vendor we are ready to implement an aggressive public education program that encompasses not only public service announcements on public television but also utilizes print media and public ad space. To assist with this public education program our firm would enlist local HUBs / DBEs in the planning, development and implementation phases of this project.
- Should our firm be selected as the sole vendor our proposal offers reimbursement to the County, on a monthly basis, for the printing and postage associated with the County's mailing of pre-collection or "early out" notices up to $1,000 a month.

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Exhibit A: HUB Declaration & EEO Policies

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract?

   _X_ YES ___ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

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Linebarger Goggan Blair & Sampson, LLP
ATTORNEYS AT LAW

RFS #1401-003-ML

ATTACHMENT 1

ETHICS AFFIDAVIT
STATE OF TEXAS
COUNTY OF TRAVIS

Date: 3-3-14
Name of Affiant: Douglas Steven Bird
Title of Affiant: Partner
Business Name of Offeror: Linebarger Goggan Blair & Sampson, LLP
County of Offeror: Travis
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Exhibit B.

Signature of Affiant

The Terrace II, 2700 Via Fortuna Drive, Suite 400
Austin, Texas 78746
Address

SUBSCRIBED AND SWORN TO before me by Steve Bird on March 3, 2014.

Notary Public, State of Texas

PEGGY J. BARNETT
MY COMMISSION EXPIRES
June 1, 2016

Typed or printed name of notary
Peggy J Barnett

My commission expires:
6/1/16

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EXHIBIT A TO ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
April 17, 2008

Position Held	Name of Individual Holding Office/Position	Name of Business Individual Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gómez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Tax Assessor-Collector	Nelda Wells Spears	
Chief Deputy Tax Assessor-Collector	Dusty Knight	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety,	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mg't & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	

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Position Held	Name of Individual Holding Office/Position	Name of Business Individual Associated
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Justice of the Peace, Pct. 1	Judge Yvonne M. Williams	
Justice of the Peace, Pct. 2	Judge Glenn Bass	
Justice of the Peace, Pct. 3	Judge Susan Steeg	
Justice of the Peace, Pct. 4	Judge Raul Gonzalez	
Justice of the Peace, Pct. 5	Judge Herb Evans	
Purchasing Agent	Cyd V. Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	CW Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villarreal	
Purchasing Agent Assistant IV	Patrick Strittmatter	
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV	Scott Wilson, CPPB	
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV	Loren Breland, CPPB	
Purchasing Agent Assistant IV	Michael Long, CPPB	
Purchasing Agent Assistant IV	Rebecca Gardner	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Loren Breland	
Purchasing Agent Assistant IV	John E. Pena, CTPM	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Angel Gomez	
Purchasing Agent Assistant IV	Jesse Herrera, CTP, CTPM, CTCM	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM	
Purchasing Agent Assistant III	David Walch	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Sydney Ceder	
Purchasing Agent Assistant III	Ruena Victorino*	
Purchasing Agent Assistant III	Rachel Fishback*	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	L. Wade Laursen	
Purchasing Agent Assistant II	Sam Francis	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	

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HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Vacant

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14
Purchasing Business Analyst	Jennifer Francis	11/29/14
Attorney, Transactions Division	Jim Connolly	02/28/14
Executive Assistant	Barbara Smith	01/15/14

*** Identifies employees who have been in that position less than a year.**

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RFS #1401-003-ML

EXHIBIT B TO ATTACHMENT 1
DISCLOSURE

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Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

Bruce Todd

Elizabeth Christian

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

Collection Rate Summary:
Summary based on amount collected, referred amount, age of case and time needed to collect payment.

# Days from Offense Date to Referral Date to Contractor	**Days from the date the case is received by Contractor.**						
	0 – 60 Days	**0 - 120 Days**	**0 - 180 Days**	**0 - 365 Days**	**0 -730 Days**	**>730 Days**	**All Cases**
< 1 year	Amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative Amount collected for cases in this category during this period divided by the referred balance amount for these cases
≥1 to <2 years	See above	See above	See above	See above	See above	See above	See above
≥2 to <3 years	See above	See above	See above	See above	See above	See above	See above
≥ 3 to < 5 years	See above	See above	See above	See above	See above	See above	See above
≥ 5 years	See above	See above	See above	See above	See above	See above	See above
All Cases	Total % collected within 0-60 Days	Total % collected within 120 Days	Total % collected within 180 Days	Total % collected within one year	Total % collected within two years	Total % collected within two years	Overall rate- Total collected divided by total referred balance

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Attachment A

CONTRACT FOR COLLECTION OF DELINQUENT FINES AND FEES BETWEEN GILA CORPORATION, DOING BUSINESS AS MUNICIPAL SERVICES BUREAU, AND TRAVIS COUNTY

This Contract is entered into by the following parties:

Travis County, a political subdivision of Texas ("County")

and

Gila Corporation, doing business as Municipal Services Bureau, a corporation in Texas ("Contractor").

PART I
RECITALS

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Travis County implemented a central collections program for the Justice Courts in April, 2006. The title of this program is Collection of Delinquent Criminal Fines and Fees for Travis County Justice Courts. This program is implemented by Travis County Central Collections ("TCCC"), a special unit in the Tax Assessor-Collector's Office.

TCCC collects current cases with payment plans and delinquent cases for the Justices of the Peace. These cases include both adjudicated and non-adjudicated cases. For delinquent Class C misdemeanors, the cases are sent to the TCCC after:

1) a Failure to Appear (FTA) has been issued, if appropriate, or violations of promise to appear
2) they have been submitted to the Texas Department of Public Safety (DPS) under the Omni FTA Program, if appropriate,
3) a warrant is issued, if appropriate, and
4) the Constable's Office has had an appropriate amount of time to serve any warrants issued.

The purpose of this contract is to provide collection services for past due or delinquent accounts for criminal fines and fees for the Travis County Justice of the Peace Courts both from cases to which the Statutory Fee may be added and from cases to which the Statutory Fee may **not** be added after TCCC has completed its initial collection efforts.

To obtain these services, County has distributed RFS # 1401-003-ML Criminal Court Fine and Fee Collection Services. The services provided under this agreement are considered personal or professional services.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOC. GOV'T CODE ANN., § 262 et

seq. Contractor will provide the professional services.

The parties agree to the terms and conditions stated in this contract.

AGREEMENT

PART II
SCOPE OF WORK

1.0 CONTRACT TERM

1.1 The term of this contract begins March 7, 2014, and continues for two (2) years.

1.2 Contractor grants County three (3) one (1) year options to extend the Contract. All terms and conditions including the fees payable but excluding the expiration date of the contract term remain unchanged and in full force. The options, if exercised, may be unilaterally executed by County no sooner than ninety (90) Days prior to the expiration of this contract and no later than the final Day of the contract term. Failure by County to exercise any of the above options to extend shall require this contract to expire at the end of the then current contract term. The total term of this contract, including all extensions as a result of exercised options, shall not exceed five (5) years.

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2.0 DISTRIBUTION OF CASES

2.1 Contractor acknowledges that County has contracted with more than one respondent to the Request for Services #1401-003-ML. Contractor acknowledges and expressly agrees that it is not possible to distribute the cases to be sent to a vendor for collection in a manner that will result in each respondent with which County contracts receiving exactly the same number of cases with exactly the same amount of funds to be collected on each case and that many details related to the cases and their collectability may differ. Contractor further acknowledges and expressly agrees that because the factors to be considered in distributing the cases are applied to each batch of cases, it may not be possible to achieve all or even most of the goals in each batch.

2.2 Contractor expressly acknowledges that distributing the cases to be sent to a vendor for collection by means of a computer program that considers the following factors as goals for each batch distributed is an equitable way to distribute cases:

2.2.1 Each individual who has one or more cases to be sent to a vendor for collection is given a unique PID (personal identification number) and all cases for a single PID are referred to the same contractor for both efficiency of collections and good public relations.

2.2.2 Cases to be sent to a vendor for collection are distributed to each contractor in each batch so that the total amount collectable from all cases distributed to each contractor is not significantly different from the amount collectable from cases distributed to other contractors.

2.2.3 To the extent possible based on the number of cases in each batch and amounts due on each case, after the amount collectable is considered, cases to be sent to a vendor for collection are distributed to each contractor in each batch so that the total number of cases distributed to each contractor is as similar as possible with a goal that the number not be significantly different.

2.2.4 To the extent possible based on the number of cases in each age category below that are in each batch and the amount due on each case, cases to be sent to a vendor for collection are distributed to each vendor in each batch so that the number of cases distributed to each contractor in each of the following age brackets and the amount due on each case is as similar as possible with a goal that the number and amount not be significantly different where age is determined by the date of the offense resulting in the fine or fee:

2.2.4.1 less than 365 Days
2.2.4.2 1 to 2 years
2.2.4.3 2-3 years
2.2.4.4 3-5 years
2.2.4.5 cases more than 5 years and after June 18, 2003
2.2.4.6 cases before June 18, 2003 or to which the Statutory Fee does not apply

2.2.5 To the extent possible based on the number of cases to be sent to a vendor for collection by each justice court participating in the Collection of Delinquent Criminal Fines and Fees for Travis County Justice Courts program, the number of cases and amount collectable distributed to each contractor from each court is as similar as possible with a goal that the number and amount not be significantly different.

2.3 Contractor agrees not to object to any distribution that is accomplished based on a computer program that is consistent with the factors listed in 2.2.

2.4 Quarterly, TCCC shall review the distribution of cases to be sent to a vendor for collection that has been made in the previous quarter and, if there is evidence of statistically significant inequity in the cumulative distribution, TCCC shall make whatever adjustments to the distribution that it considers necessary and appropriate.

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3.0 LIAISON

3.1 The Title of this Program is Collection of Delinquent Criminal Fines and Fees for Travis County Justice Courts. County appoints TCCC to act as the liaison between the Justices of the Peace and the Contractor for conveying most directions under this contract.

3.2 Appointment of Liaison. County appoints TCCC to act as the liaison between the Justices of the Peace and the Contractor for conveying most directions under this contract.

3.3 Request for Information. Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this contract to TCCC and may rely on all factual information supplied by TCCC in response to these requests. However, TCCC shall not serve as the agent of Travis County or the Travis County Commissioners Court or any Travis County Justice of the Peace for any other purpose than conveying factual information.

3.4 Questions. Contractor shall be available to the Commisioners Court, the Travis County Judge and Commissioners, the Justices of the Peace, or their representatives at any time for questions about the services being performed under this Contract.

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4.0 ACKNOWLEDGEMENT OF CONTRACTOR

4.1 Contractor acknowledges that that the Justices of the Peace in Travis County have the sole and absolute authority to determine which cases and criminal complaints are referred to TCCC for collection and whether these cases and criminal complaints are later referred to Contractor. Contractor acknowledges that the Justices of the Peace in Travis County have the sole and absolute authority to determine which cases and criminal complaints are recalled from collection by Contractor and the cases and criminal complaints for which the duration of the collection services are extended. Contractor acknowledges that each court that county authorizes to participate in this Contract has absolute discretion as to what policies and procedures Contractor must follow in providing collection services. TCCC acts as the liaison between the Justices of the Peace and the Contractor for conveying most directions under this contract.

5.0 CASE REFERRAL CRITERIA

5.1 County makes no guarantee about the number, type, dollar amount, or collectability of fines and/or fees from cases that are referred to Contractor. TCCC may refer the following types of cases to Contractor for collection:

5.1.1 Class C Criminal Misdemeanor cases which have been adjudicated and have delinquent fines and/or fees, and

5.1.2 Class C Criminal Misdemeanor cases which have not been adjudicated which may include a charge of Failure to Appear or Violation of Promise to Appear.

5.2 TCCC may refer cases to the Contractor on a daily basis, Monday-Friday, excluding County holidays.

5.3 TCCC may at any time, and for any reason, recall a case or group of cases from Contractor.

6.0 COLLECTION FEE

6.1 The outstanding balance on cases referred to Contractor by TCCC will include the Statutory Fee of 30% when allowed by the Code of Criminal Procedure, Art. 103.0031.

6.2 Contractor shall not increase the outstanding balance on cases referred to Contractor by TCCC when the Code of Criminal Procedure, Art. 103.0031 does not authorize a collection fee for that case.

6.3 Contractor shall comply with all statutes in effect at the time of collection that are related to services under this contract and Contractor shall not collect any fees on cases referred to Contractor by TCCC in excess of the fees allowed by all statutes in effect and related to services under this contract.

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7.0 ACTIVITY OF CONTRACTOR

7.1 Contractor shall facilitate locating defendants and obtaining payment of fines and fees within two years after the date on which the case is referred to Contractor. If Contractor is unable to locate the defendants within two years, Contract shall continue to Contractor shall facilitate locating defendants and obtaining payment of Fines and Fees as long as the contract continues. Contractor must correctly update each case from the daily transmission from TCCC.

7.2 Before correspondence is sent to any defendant, Contractor shall obtain approval of the format and language of all written correspondence regularly sent to defendants directly from the Justice of the Peace who referred the case and Contractor shall notify the Justice of the Peace who referred the case if issues arise in the correspondence with a defendant related to the Fair Debt Collection Practices Act.

7.3 Contractor shall not initiate contact with the defendant in person outside of the Contractor's place of business or County's place of business or the Justice of the

Peace's place of business.

7.4 Contractor shall use due diligence, reasonable, and ethical collections methods, and employ only lawful means to collect the Fines and Fees referred to the Contractor by TCCC.

7.5 If Contractor receives full payment of a case balance, Contractor shall notify TCCC of receipt of the full payment with all information necessary to identify the case by 6 a.m. on the first Working Day following receipt of the payment so that, if applicable, a DPS OMNI Program flag can be removed from the defendant's driver's license and an outstanding warrant can be recalled.

7.6 If TCCC refers any cases to which the collection fee authorized under the Code of Criminal Procedure, Art. 103.0031 may not be added to the entire outstanding balance, Contractor shall not apply a collection fee to any portion of the outstanding balance in excess of fine balance outstanding. Despite the limitation on the collection fee, Contractor shall collect the entire Fine and Fee balance.

7.7 Contractor shall cease any and all written or telephone contacts with the defendant upon any of the following events:

7.7.1 full payment of the Fines and Fees,

7.7.2 the recall of a case from the Contractor by TCCC,

7.7.3 the termination of this contract.

7.8 Contractor shall maintain full electronic compatibility with County's current computer systems and with any other system that County may implement during the term of this contract. Contractor is responsible for and shall bear all financial costs of ensuring full electronic compatibility with County's current systems and with any other system that County may implement during the term of this contract.

7.9 Contractor shall make and maintain books, documents, and other relevant information pertaining to the collections carried out and the expenses incurred under this contract and make them available for inspection, audit or reproduction by any authorized representative of County or any external auditor representing County.

7.10 Contractor shall pay all costs associated with all its collection efforts and activities under this contract and its collection efforts. Contractor is responsible for costs and losses incurred as a result of any insufficient fund checks and credit card reversals. Contractor may pursue collection of any dishonored payments and costs associated with these on its own behalf.

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8.0 DEFENDANT PAYMENTS

8.1 Initially, Contractor shall direct defendants to make all payments of Fines and Fees to TCCC.

8.2 When, despite these directions, Contractor receives a payment from a defendant by any means, including in person, by mail, through a telephone credit card or through an EFT transaction, no later than the end of the first Working Day after receipt, Contractor shall pay County through TCCC by means of an Automated Clearing House transaction the full amount received without an offset for Statutory Fees payable to Contractor or any other deduction, and send TCCC a spreadsheet report to the current email address provided by TCCC with the following information for each defendant payment forwarded to TCCC that Day:

8.2.1 Amount to be applied to each case,

8.2.2 Case number, and

8.2.3 Name of defendant.

8.3 If, at any time during the contract, County, at its sole discretion, determines that it is feasible or cost-effective or necessary as a result of either County's case management and accounting systems or best practices for Contractor to become the primary recipient of payments on cases referred to Contractor by TCCC, and County gives Contractor at least 30 Days written notice of its determination, Contractor shall make all changes necessary to become the primary recipient of payments on cases referred to Contractor by TCCC after the thirtieth (30th) Day after receipt of the written notice, and direct defendants to make all subsequent payments of criminal Fines and Fees to TCCC.

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9.0 BUSINESS RECORDS AND AUDITS

9.1 In this section, "Collection Records" includes at least receipts, copies of checks, money orders and other payments received, account receivable records, bank account records and other documents of business related to providing the collection services.

9.2 Contractor must maintain **Travis County Collection Records** for each Day of collection period in accordance with generally accepted accounting principles, a full, complete, and accurate permanent record and account of all collections and of all sums of money paid or payable for or on account or arising out of collections conducted on behalf of County.

9.3 Contractor must preserve Collection Records and supporting documents for thirty-

six (36) months after the expiration of the contract or until an audit is completed and all requested questions arising from it are resolved, whichever occurs later. The records will be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

9.4 Access. At reasonable times and on reasonable notice, Contractor shall make available to County or its duly authorized representatives any information and documentation in Contractor's possession or control, which directly pertains to Services for audits, examinations, excerpts, and transcriptions for as long as Contractor has access to the information and documentation.

9.5 Duplication of information and documentation. Contractor shall provide copies of information and documentation to County upon written request to Contractor at a cost based on the rates applicable to copies provided pursuant to the Texas Public Information Act.

9.6 Inclusion of Provisions. Contractor shall include provisions set forth in 9.0 of this contract in all subcontracts.

10.0 INFORMATION IN CASE FILES OR USED IN COLLECTION OF CRIMINAL FINES AND FEES

10.1 In 10.1 through 10.4, "Case Information" means all information about cases referred to Contractor by TCCC and contained in the court file of the Justice of the Peace, or otherwise supplied to the Contractor by the Justice of the Peace or TCCC.

10.2 Contractor acknowledges that the Justice of the Peace from whose court a case originated has the sole authority under Texas Government Code, title 2, subtitle G, appendix B, Code of Judicial Conduct, Canon 3 (c)(5), Rule 12 to determine what Case Information may be released.

10.3 Unless given express written consent by the Justice of the Peace who is currently presiding over the case Contractor shall:

10.3.1 keep confidential all Case Information,

10.3.2 **not** disclose any to any person associated with Contractor or any third party who is not directly involved in providing the services under this contract,

10.3.3 **not** include any Case Information in any data base that is shared with any third party or any person associated with Contractor who is not directly involved in providing the services under this contract,

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10.3.4 **not** use any Case Information for any purpose other than the collection of the delinquent criminal fines and fees,

10.3.5 **not** sell, trade, or otherwise provide any Case Information in any data base that is shared with any entity not a party to this contract or any person associated with Contractor who is not directly involved in providing the services under this contract.

10.4 **Any unauthorized use or disclosure of Case Information is a breach of the contract and may result in the immediate termination of the contract.**

10.5 Required Provision for Subcontractors. If a subcontractor provides services in relation to the contract, Contractor shall include provisions in its contract with the subcontractor that require the subcontractor to comply with the confidentiality provisions in this section 10.0 of this contract.

11.0 CHANGES OF STATUS IN CASES: ACTIVE TO INACTIVE TO ACTIVE

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11.1 Contractor acknowledges that a case is no longer delinquent when any of the following actions occur:

11.1.1 the Justice of the Peace orders a payment plan;

11.1.2 the defendant posts a bond;

11.1.3 the Justice of the Peace extends the defendant's time to pay;

11.1.4 the Justice of the Peace dismisses the case;

11.1.5 the Justice of the Peace orders community service, restitution, or full credit for time served in lieu of payment; or

11.1.6 the Justice of the Peace makes any order that in the interest of justice results in the case no longer being delinquent.

11.2 Contractor acknowledges that a case may become delinquent when any of the following actions occur:

11.2.1 the Justice of the Peace rescinds a payment plan;

11.2.2 the Justice of the Peace revokes or forfeits a bond;

11.2.3 an extension of the defendant's time to pay has expired;

11.2.4 the Justice of the Peace rescinds a defendant's right to perform community service, or provide restitution for failure to conform to the terms of a court order; or for any other reason or

11.2.5 the Justice of the Peace makes any order that in the interest of justice results in the case being delinquent.

11.3 If information in the daily transmission from TCCC indicates that the delinquent status of any case referred to Contractor by TCCC has changed, Contractor shall correctly update each case based on the information in the daily transmission. Contractor shall initiate, deactivate, reactivate, or return cases to TCCC as appropriate based on the information provided in the daily transmission from TCCC.

11.4 If information in the daily transmission from TCCC indicates that a case referred to Contractor by TCCC is no longer delinquent, Contractor shall cease all collection efforts as soon as Contractor receives the transmission from TCCC.

11.5 If information in the daily transmission from TCCC indicates that a case referred to Contractor by TCCC again becomes delinquent, Contractor shall re-activate the case and provide the collection services under this contract.

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12.0 CONTRACTOR REPORTS

12.1 Contractor shall provide a monthly report to each Justice of the Peace about the cases referred to Contractor that originated in the court of that Justice of the Peace no later than the 10th of each month for the preceding calendar month. The report shall be in paper format unless Contractor and the Justice of the Peace determine that there is an electronic format and delivery method that is acceptable to the Justice of the Peace and the County Information Technology staff responsible for network security. If an acceptable electronic format and delivery method is confirmed in writing by Justice of the Peace and County, Contractor may commence reports in that manner. This report to each Justice of the Peace shall include at least the following information about each case from the court of that Justice of the Peace:

12.1.1 the total number of contacts attempted (written and telephonic) for each case,

12.1.2 the total number of cases that have been deactivated, reactivated or returned to the Justice of the Peace since the previous report,

12.1.3 the amount collected for each case,

12.1.4 the outstanding balance for each case for which a payment was collected and remitted to TCCC, and

12.1.5 if no collections are completed during any month, a negative collection report.

12.2 Contractor shall provide monthly reports to TCCC about all cases referred to Contractor no later than the 10th of each month for the preceding calendar month. This report shall include copies of the reports provided to each Justice of the Peace and a summary report of the combined totals for all cases referred to Contractor through TCCC including at least the following information:

12.2.1 the total number of contacts attempted (written and telephonic) for each case for all cases referred by County,

12.2.2 the total number of referred cases that have been deactivated, reactivated or returned to the County since the previous report,

12.2.3 the amounts collected for each case for all cases referred by County,

12.2.4 the outstanding balance for each case for which a payment was collected and remitted to TCCC for all cases referred by County, and

12.2.5 if no collections are completed during any month, a negative collection report.

12.3 Contractor shall provide a quarterly Collection Rate Summary Table to each Justice of the Peace about the cases referred to Contractor by TCCC for that Justice of the Peace no later than the 10th of April, July, October, and January for the preceding calendar quarter. The Collection Rate Summary Table shall be in the form in Attachment A. The table shall include total collections for cases referred for each Justice of the Peace.

12.4 Contractor shall provide a quarterly Collection Rate Summary Table to TCCC about all cases referred to Contractor by TCCC no later than the 10th of April, July, October, and January for the preceding calendar quarter. The Collection Rate Summary Table shall be in the form in Attachment A. The table shall include total collections for all cases referred by TCCC.

12.5 TCCC shall provide the daily transmission to Contractor in a County-selected electronic format.

12.6 <u>Addresses For Reports To Justices Of The Peace</u>

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12.6.1 Contractor shall submit the reports to the Justice of the Peace, Precinct One at the following address:

Judge Yvonne M. Williams (or her successor in office)
Justice of the Peace, Precinct One
P.O. Box 1748
Austin, Texas 78767

12.6.2 Contractor shall submit the reports to the Justice of the Peace, Precinct Two at the following address:

Judge Glenn Bass (or his successor in office)
Justice of the Peace, Precinct Two
P.O. Box 1748
Austin, Texas 78767

12.6.3 Contractor shall submit the reports to the Justice of the Peace, Precinct Three at the following address:

Judge Susan K. Steeg (or her successor in office)
Justice of the Peace, Precinct Three
P.O. Box 1748
Austin, Texas 78767

12.6.4 Contractor shall submit the reports to the Justice of the Peace, Precinct Four at the following address:

Judge Raùl Arturo González (or his successor in office)
Justice of the Peace, Precinct Four
P.O. Box 1748
Austin, Texas 78767

12.6.5 Contractor shall submit the reports to the Justice of the Peace, Precinct Five at the following address:

Judge Herb Evans (or his successor in office)
Justice of the Peace, Precinct Five
P.O. Box 1748
Austin, Texas 78767

12.7 Address for Reports to TCCC. Contractor shall submit the reports to TCCC at the following address:

Travis County Tax Assessor Collector
Travis County Centralized Collections

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P.O. Box 1748
Austin, Texas 78767

12.8 Questions. Contractor shall be available to the Commissioners Court, the Travis County Judge and Commissioners, the Justices of the Peace, or their representatives at any time for questions about the services being performed under this Contract.

PART III
GERNERAL PROVISIONS

13.0 CONTRACTOR RESPONSIBILITIES:

13.1 Timeliness of Services. Contractor shall perform the Services in a timely manner.

13.2 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other entities as reasonable and necessary and as required by the Project Manager.

13.3 Personnel Used. Contractor expressly acknowledges that, in entering into this Contract, County has relied on the representations of Contractor about the persons who will be performing the Services and their qualifications. Contractor shall ensure that all work done is done by the employees or members of Contractor that are presented as performing the Services in Contractor's proposal. If County is dissatisfied with the performance of any person regularly assigned to work for County, this person will be replaced by a person acceptable to County. Contractor shall not use any other person to provide Services unless, before providing Services, the Purchasing Agent approves the person at the request of Project Manager.

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13.4 Professional Qualifications. At all times during Contract, Contractor shall maintain in good standing its professional license and accreditations applicable to Services. Contractor shall perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall Notify County within two (2) Working Days if any adverse action related to its professional license and accreditations occurs.

13.5 Right to Contractual Material. All work products created or produced by Contractor as a result of Services, including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material are the property of the County at the time of creation. Any intellectual property rights granted to the County survive the termination of this Contract and endure for the useful life of the contractual material and other intellectual property rights provided.

13.6 Rights to Contractor's Work Products. Upon full payment, Contractor assigns to County any and all rights, title and interest, including, without limitation, copyrights,

trade secrets and proprietary rights to the work products developed or prepared specifically for County under this Contract. The work products exclude all third party works and products whether or not included or embedded in the Contractor's work products. The work products are deemed to be "works made for hire" under the federal copyright laws. Contractor shall give County reasonable assistance, at County's expense, to perfect this assignment of these rights, title and interest. However, if the work products include intellectual property owned or developed by Contractor before and independent from, its obligations under this Contract, Contractor retains all rights to that previous and independent product. In addition, Contractor retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the Services.

13.7 Standard of Care. Despite anything to the contrary in this Contract, Contractor shall perform all Services using at least the standard of care that a reasonably prudent person in that profession in Travis County, Texas would use in similar circumstances. This Contract shall not be construed to relieve Contractor of this duty.

13.8 Possible Benefit to Contractor. Contractor shall expressly advise Commissioners Court of any direct or indirect benefit to Contractor or any member or employee of Contractor that is likely to result from any actions recommended by Contractor.

13.9 Ethical Standards. Contractor shall perform the Services and exercise all discretionary powers in a manner consistent with applicable standards of professional conduct and ethics and Contractor's best professional judgment.

13.10 Civil Rights/ADA Compliance. In relation to performing the Services, Contractor shall not discriminate against any applicant, employee, patient or other person on the basis of race, color, religion, sex, age, national origin or disability and provide all accommodations for disability required by the Americans with Disabilities Act.

13.11 Return of County Equipment and Access Keys. At the end of this Contract, Contractor shall return property of any kind, including all keys, access cards and other means of access to county buildings and other property that have been provided to it or its staff. Contractor shall not permit its employees to take or retain any County property or any property of County employees.

13.12 Legal Compliance. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of all Services.

13.13 Conflict of Interest Questionnaire. If required by law, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to this questionnaire on the official Travis County

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website.

13.14 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Contract Attachment C whenever there is a change in status.

14.0 CONTRACTOR ACKNOWLEDGMENTS, REPRESENTATIONS & WARRANTIES

14.1 Limit of Authority of County Representatives. Contractor acknowledges that no officer, agent, employee, or representative of County has any authority to change this Contract, to approve assignment of any part of it, or to waive any provision of it unless expressly granted that specific authority by Commissioners Court.

14.2 Independent Contractor. Contractor acknowledges that Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Contractor acknowledges that neither it nor its employees are an employee of County, and Contractor and its employees do not gain any rights against County pursuant to the County personnel policies and procedures.

14.3 No Agency Relationship. Contractor acknowledges that it does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

14.4 Contractor Copyrights, Patents, and Licenses. Contractor represents that all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Contract have been adhered to, and warrants that the County is not liable for any infringement of those rights.

14.5 Understanding of Requirements. Contractor represents that it has thoroughly examined the technical requirements, performance parameters, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding technical requirements, performance parameters for delivery of material, equipment and/or services as required by this contract.

14.6 Financial Status. Contractor represents that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.

14.7 Truth of Proposal. Contractor warrants that all of the information provided in its

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proposal is true and correct and that Contractor will use its best efforts to provide quality service to County.

14.8 Compliance with Licensure Requirements. Contractor warrants that Contractor is current in payment and in good standing under all licensure requirements applicable to its business and the Services to be provided under this contract pursuant to all federal and state statutes, rules and regulations.

14.9 Performance of Professional Services. The Contractor warrants that it will undertake no task for which a professional license or certificate is required, unless Contractor or someone under Contractor's direction is appropriately licensed. If such licensed individual's license expires, is revoked, or is cancelled, Contractor shall inform the County within five (5) working Days. Contractor shall perform all services and responsibilities required of the Contractor under this contract in a professional manner at a standard acceptable for similar services in Travis County and in a prompt and efficient manner. Nothing in this contract shall be construed to relieve the Contractor of this duty.

14.10 Payment of Property Taxes. Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor-Collector.

14.11 Commissions. Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee income, supplemental income, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. If Contractor violates this warranty, Contractor is subject to termination of this Contract without recourse or compensating County for the full amount of such commission, percentage, brokerage, or contingent fee at County's discretion.

14.12 Gratuities. Contractor warrants that Contractor and any one acting on behalf of Contractor has not offered or given any gratuities of any kind including entertainment, or gifts to any County official or employee with a view toward securing favorable treatment with respect of this Contract.

14.13 Lobbying with Federal Funds. Contractor warrants that Contractor has not paid and will not pay, and no one else has paid or will pay on behalf of Contractor, any federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant,

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loan, or cooperative agreement.

14.14 Covenant Against Contingent Fees. Contractor warrants that no persons or selling agency has been retained to solicit this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County may terminate this contract without liability, or in its discretion may, as applicable, add to or deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 RISK ALLOCATION

15.1 Definition of Claim. In sections 15.2 and 15.3, "Claim" means any negligence, cause of action, suit, proceeding before any administrative agency, loss, damages, or liability of any kind, including all expenses of litigation, court costs and attorney's fees.

15.2 Indemnification.

15.2.1 Contractor shall indemnify and hold harmless County, its officers, agents, and employees, from all Claims for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the Services.

15.2.2 Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all Claims for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, copyrights or other intellectual property rights applicable to materials used in and work products arising from this Contract.

15.3 Claims Notification. If Contractor receives notice or becomes aware of any Claim against Contractor or County, without regard to who brought it, Contractor shall give County Notice within three (3) Working Days after Contractor becomes aware of the Claim or threat of Claim. Unless otherwise directed, Contractor shall furnish County copies of all pertinent papers received by Contractor regarding the Claim. Contractor's Notice shall include:

15.3.1 a written description of the Claim;

15.3.2 the name and address of whoever made or threatened to make the Claim;

15.3.3 the basis of the Claim;

15.3.4 the court or administrative tribunal, if any, where the Claim was instituted;

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and

15.3.5 the name of any other persons against whom this Claim is being made or threatened.

15.4 Requirement for Insurance. Contractor shall have and maintain at least the minimum types of insurance listed in 15.6 the term of this Contract. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the Services, but not less than the minimum coverage limits listed in Part II. Depending on Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Part II. If County authorizes Contractor to subcontract Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with 15.5 throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the Services that is performed by them and that their insurance complies with sections 15.4 and 15.5 while performing work related to the Services.

15.5 General Insurance Requirements. Contractor shall comply with the following requirements related to insurance:

15.5.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.

15.5.2 Insurance that names Travis County as an additional insured is primary for all claims under it.

15.5.3 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor.

15.5.4 Before Contractor begins Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.

15.5.5 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County contract number, all deductibles and self-insured retention, and the following endorsements, if applicable:

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15.5.5.1 an endorsement that names Travis County as additional insured where County's interest may lie,

15.5.5.2 an endorsement which makes the insurance primary for all claims,

15.5.5.3 a Waiver of Subrogation endorsement

15.5.5.4 a Thirty (30) Day Notice of Cancellation endorsement

15.5.6 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) Days of the each renewal of insurance during the term of this contract in compliance with Part III.

15.5.7 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.

15.5.8 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the Services have changed or expanded.

15.6 Minimum Coverage. Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy. Contractor acknowledges and shall maintain the following standard minimum insurance coverage applicable to Contractor and any subcontractor performing work related to Services all in compliance with Part II, sections 17.4 and 17.5:

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15.6.1 Workers' compensation and employers' liability insurance that meets the following requirements:

15.6.2 Coverage that is consistent with statutory benefits outlined in the Texas Workers' Compensation Act,

15.6.3 Employers' liability limits of:

$500,000 bodily injury each accident,
$500,000 bodily injury by disease, and
$500,000 policy limit.

15.6.4 Policies that are subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form 420304), and

Thirty (30) Day Notice of Cancellation (Form 420601).

15.6.5 Commercial general liability insurance that meets the following requirements:

15.6.5.1 Minimum limits for coverage:

$500,000 per occurrence for coverage A for Bodily Injury and Property Damage,
$500,000 per occurrence for coverage B Personal Injury and Advertisement, and
$1,000,000 policy aggregate.

15.6.5.2 Policy that is subject to the laws of the State of Texas and contains the following coverage or is endorsed in favor of Travis County as follows:

Blanket contractual liability for this Contract,
Independent Contractor Coverage,
Waiver of Subrogation (Form CG 2404),
Thirty (30) Day Notice of Cancellation (Form CG 0205), and
Travis County named as additional insured (Form CG 2010).

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15.6.6 Business automobile liability insurance that meets the following requirements:

15.6.6.1 As no transportation services of any type are provided for in this contract, and use of motor vehicles is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of $100,000 / $300,000 / $50,000 may be provided in lieu of Business Automobile Liability Insurance.

15.6.6.2 Any Policy under section 15.6.6.1 must be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A), and
Travis County named as additional insured (Form TE 9901B).

15.6.7 Professional liability / E & O insurance that meets the following requirements:

15.6.7.1 Minimum limit for coverage for malpractice, negligent acts,

errors, or omissions and sexual harassment:

$1,000,000 per claim, and
$3,000,000 aggregate.

15.6.7.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (if including) in Commercial General insurance, Form CG 2404 or its equivalent, and

Thirty (30) Day Notice of Cancellation (if including) in Commercial General Insurance, Form CG 2404 or its equivalent.

15.6.7.3 If coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or effective and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and contain both the retroactive date of coverage and the extended reporting date.

15.6.7.4 Any subcontractor who is not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

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15.6.8 Blanket Crime Policy Insurance.

15.6.8.1 Contractor shall provide a Blanket Crime Policy with a minimum coverage of $100,000.00.

15.6.8.2 If coverage is written on a claims made policy, the retroactive date shall be prior to the date Services begin under this Contract or the effective date of this Contract, whichever is earlier. Coverage shall include a three-(3) year extended reporting period from the date this Contract expires or is terminated. The Certificate of Insurance shall clarify whether coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

15.6.8.3 Additional insured status for Travis County is **not** required.

15.7 Contractor must mail the Certificate of Insurance, and updates, submitted in compliance with Part IV to the following address:

Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent
RFS # 1401-003-ML
P.O. Box 1748
Austin, Texas 78767

16.0 COMPENSATION AND PAYMENT

16.1 Taxpayer Identification Number. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

16.2 Posting Payments from Contractor. Within two (2) Working Days after receipt of a payment and electronic spreadsheet in compliance with 8.0, TCCC shall post the receipts to the appropriate defendant account in the County computer system.

16.3 Delayed Payment to Contractor Due to Outstanding Debt.

16.3.1 In section 16.4, "Debt" includes delinquent taxes, fines, fees owing to the state or the County, and indebtedness arising from written agreements with Texas or County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

16.3.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of the Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.

16.3.3 If the Treasurer's notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.

16.4 Unauthorized Invoicing. County is not liable for any of the following:

16.4.1 Costs incurred or performances rendered by Contractor before or after the Contract term,

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16.4.2 Expenses not billed to County within the applicable time limits in this Contract, or

16.4.3 Any costs for activities not included as Services.

16.5 Timing of Payment Due. For cases to which the Statutory Fee can be applied and funds are collected that include the Statutory Fee, County shall pay Contractor on or before the tenth (10th) Working Day of the month for collections posted by TCCC during the previous month for cases referred to Contractor through TCCC regardless of whether payments are made to Contractor, the TCCC, any Justice of the Peace, or any other elected official or office authorized to accept payment of Fines and Fees in each of the following circumstances:

16.5.1 the full Statutory Fee as full payments are remitted to County,

16.5.2 as partial payments are remitted to County a pro-rata portion of the Statutory Fee, and

16.5.3 as partial payments are remitted as a result of a payment plan managed by TCCC which results after the case was referred to Contractor for collection and skip tracing and is active, a pro-rata portion of the Statutory Fee.

16.6 Cases on Which No Fee is Due. If no funds are collected on a case, no fee is due for that case. In addition, no fee is payable to Contractor on cases referred to Contractor through TCCC if either of the following apply:

16.6.1 Judicial decisions result in the County or the Justice of the Peace not receiving payments on cases (such as credit for jail time served, dismissals, waivers, community service, or administrative closure of cases without payment).

16.6.2 A bond is posted and the bond amount is not later converted to a payment of criminal fines and fees.

16.7 Contractor's Fee. "Gross Collections" means the total amount of money received from the collection of Fines and Fees on cases to which the Statutory Fee can legally be added.

16.8 Amount of Payment Due. For the performance of collection services in relation to cases to which the Statutory Fee can be legally added, County shall pay Contractor a collection fee equal to 23.077% of the authenticated Gross Collections rounded up to the nearest cent. For the performance of collection services in relation to cases to which the Statutory Fee can **not** be legally added, County shall not pay Contractor any collection fee. The Contractor is entitled only to the amount stated in this

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paragraph as a fee for the performance of collection services under this contract. Separate line item charges are not permitted for any purposes. Except for the collection fee charged by the Contractor under this contract, County shall not be responsible for any other charges associated with this contract. These fees shall be firm for the duration of this contract.

16.9 Method and Timing of Payment. Payment by County to Contractor shall be made monthly on the 20th of the month for the amount due for Fines and Fees received in the preceding month by check or warrant. Payment shall be deemed to have been made on the date of mailing of the check or warrant.

16.10 Obligation to Pay. County's obligation to make any payment to Contractor is dependent upon completion of the services in a timely, good and professional manner and at a standard acceptable in the collection services in Austin, Texas. County shall pay in compliance with this contract.

16.11 Limit of Liability. County shall not be liable for costs incurred or performances rendered by Contractor before or after the contract period.

16.12 Payment after Termination. If this Contract is terminated prior to completion of the services, compensation for the services performed before the termination will be based on the actual collections performed and uncompensated at the date of termination.

16.12 Return of Overpayment. Contractor is liable to County if and when County determines that a payment has resulted in overpayment. Contractor shall repay the overpayment to County within thirty (30) Days after County requests a repayment. If Contractor does not repay the overpayment within thirty (30) Days, County may offset the amount of any overpayment against the next amount payable to Contractor under this or any other contract.

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17.0 COUNTY TRANSMISSION REPORTS

17.1 TCCC shall generate a report that is transmitted daily. This daily report shall:

17.1.1 identify the cases being referred to Contractor for collection and the Justice of the Peace from which the case originated,

17.1.2 identify cases to be deactivated by Contractor and the Justice of the Peace from which the case originated,

17.1.3 identify cases to be reactivated by Contractor and the Justice of the Peace from which the case originated,

17.1.4 identify cases recalled from Contractor and the Justice of the Peace from

which the case originated,

17.1.5 provide a daily status file containing current demographic data, assessments, payments and adjustments.

17.2 If available and permitted by law, TCCC shall provide the following information about the case and the defendant on all cases referred to the Contractor for collection:

17.2.1 Case number

17.2.2 Name of defendant

17.2.3 Address(es)

17.2.4 Phone number(s)

17.2.5 Drivers license number

17.2.6 State of drivers license

17.2.7 Social Security number

17.2.8 Date of birth

17.2.9 Offense code

17.2.10 Description of offense

17.2.11 Date of offense

17.2.12 Balance assessed

17.2.13 Balance reductions to date including both monetary payments and credits resulting from judicial actions

17.2.14 Balance outstanding

17.2.15 Status and number of warrant

17.3 TCCC shall provide the daily transmission to Contractor in a County-selected electronic format. File layout changes may occur annually.

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18.0 CHANGES TO CONTRACTOR'S RIGHTS AND OBLIGATIONS

18.1 Assignment. The parties may not assign any rights or duties in this Contract without the prior written approval of the other party. Contractor may submit a written request for an assignment to the Purchasing Agent with a copy to Project Manager. The Purchasing Agent shall submit requests to the Commissioners Court for appropriate action. If Contractor fails to obtain approval, County may delay payment or exercise other legal or equitable rights. If Contractor assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns. If County assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns.

18.2 Subcontracting. Except as otherwise specifically provided in this Contract, Contractor may not subcontract with any other person to perform any of the Services or other obligations under this Contract. If a subcontract is approved, Contractor shall make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Agreement. Contractor shall obtain county approval of all proposed HUB subcontractors through the Purchasing Agent. If subcontracting is allowed, Contractor must provide for insurance for subcontracts as stated in section 5.4 and Part III and require subcontractors to complete and update a Certification Regarding Debarment on the form in Contract Attachment 3 whenever there is a change in status and provide the Purchasing Agent with copies of these certifications.

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18.3 General. Unless specifically provided otherwise in this Contract, any change to this Contract must be in writing and signed by each party.

18.4 Requests for Changes. Contractor shall submit requests for changes to this Contract to the Purchasing Agent with a copy to the Project Manager.

18.5 Purchasing Agent Authority. The Purchasing Agent has certain limited authority to approve changes subject to Chapter 262 of the Texas Local Government Code and County policy approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve certain requests to change this Contract. At any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to approve the change.

18.6 Change of Name. If Contractor's actions require County to recognize a change of Contractor's name, Contractor must notify the Purchasing Agent immediately. County does not recognize any change in its Contractor's obligations until Purchasing Agent approves the change.

19.0 DISPUTE RESOLUTION

19.1 Procedure.

19.1.1 Correspondence In this section 19, "Correspondence" means any notice, document, letter, email, or other tangible transfer of information related to an issue and "Dispute Manager" means the Purchasing Agent or other representative authorized by Commissioners Court.

19.1.2 Notice of Dispute. If the Contractor and the Project Manager have been unable to resolve any issue related to this Contract, Contractor may submit a Notice of the dispute to the Dispute Manager. The Notice should contain specific details about the issues and Contractor's preferred resolution of the dispute, including mediation, if desired. The Contractor may include any other relevant information.

19.1.3 Flow of Information. After the Dispute Manager receives the Contractor's Notice, the Dispute Manager represents the County in the administration of the dispute. After this Notice, any additional Correspondence is not effective unless it is directed to or sent by the Dispute Manager. If Contractor disagrees with any Correspondence issued by the Dispute Manager, Contractor shall submit a written response detailing its reasons for disagreement with the Correspondence to the Dispute Resolver and the Project Manager within ten (10) Days after receipt of the Correspondence.

19.1.4 Proposed Resolution. Within thirty (30) Days after the Dispute Manager receives Contractor's response, the Dispute Manager must send a final written proposal for resolution of the dispute to Contractor.

19.1.5 Appeal. If the final written proposal does not resolve the dispute to Contractor's satisfaction, Contractor may submit a written appeal to the Commissioners Court through the Dispute Manager within ten (10) Days after receipt of the unsatisfactory proposal. The Dispute Manager forwards a copy of the appeal to the Project Manager for it to be placed on the Commissioners Court agenda. The Commissioners Court hears the appeal. Contractor may make a presentation at that hearing.

19.2 Mediation. When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

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19.3 Suspension. After Notice to Contractor, County may suspend this Contract in whole or in part and withhold further payments to Contractor until County and Contractor resolve the issues causing the suspension. Contractor shall not incur additional obligations of Contract funds after receipt of a Notice of suspension until Contractor receives a Notice from County that the issues supporting suspension are resolved to County's satisfaction.

19.4 Non-Waiver of Default. County expressly reserves all its rights under this Contract. Any action that County takes to exercise any right or remedy shall not be interpreted as a waiver of any other rights or remedies or preclude the exercise of any other right or remedy under this Contract or under any law. A payment, act, or omission by County shall not impair or prejudice any of its rights or remedies.

19.5 Cumulative Remedies. The rights and remedies of County under this contract are cumulative. All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise by County, in whole or in part, of any right or remedy under this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any right or remedy be deemed a waiver of any other rights or remedies.

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20.0 TERMINATION

20.1 Termination For Convenience. County may terminate this contract at any time by giving Contractor notice of termination at least sixty (60) Days before the effective date of the termination. If County terminates this contract, County is not liable for any loss of profits anticipated by Contractor. Contractor may terminate this contract on the anniversary of the contract by giving the County notice of termination at least one hundred and eighty (180) Days before the effective date of the termination.

20.2 Termination for Default. Any unauthorized use or disclosure of Case Information is a breach of the contract that may result in the immediate termination of the contract. Failure by a contractor or subcontractor to subcontract without complying with the County HUB Procurement Program is a breach of contract. Failure by either party to this contract to perform its obligations under this contract is a breach of this contract. Either party may terminate this Contract for the failure of the other party to perform any specified breach or any other material provision of this Contract by delivering Notice of termination for default. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting party receives that Notice. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor.

20.3 Funding Out. Despite anything to the contrary in this Contract, if the Commissioners Court fails to provide funding for this Contract during the budget planning and adoption process for the next County fiscal year, County may terminate this Contract after giving Contractor twenty (20) Days' notice that this contract is terminated due to the failure to fund it.

20.4 Gratuities. County may terminate this contract if it is found that gratuities of any kind including entertainment or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County official or employee with a view toward securing favorable treatment with respect to this contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

20.5 Cancellation of Subcontractors. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related solely to the performance of this contract, or the part of this contract to be terminated, and shall cease to incur costs under them. County shall not be liable to Contractor or to Contractor's creditors for costs incurred after termination of this contract.

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21.0 FORFEITURE OF CONTRACT BENEFITS

21.1 In section 21.3 and Attachment D, "Is doing business" and "has done business" mean:

21.1.1 paying or receiving in any calendar year any money or valuable thing with a value of more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

21.1.2 loaning or receiving a loan of money or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

21.1.3 but do not include:

21.1.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

21.1.3.2 any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly

situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

21.1.3.3 if Contractor is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Contractor by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the Contract.

21.2 In section 23.3 and the Attachment D, "Key Contracting Person" means any person or business listed in Attachment A to the Ethics Affidavit.

21.3 Contractor shall forfeit all benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract if Contractor

21.3.1 was doing business with a Key Contracting Person when this Contract was executed,

21.3.2 had done business with a Key Contracting Person during the year immediately before execution of this Contract,

21.3.3 or does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it.

21.4 Contractor shall give County notice if the Contractor does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it within twenty (20) Days Contractor begins doing business.

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22.0 SPECIAL CONDITIONS

22.1 Time is of the Essence. Timing of performance of the Services and of delivery of all deliverables is of the essence. If delivery or completion dates cannot be met, Contractor must inform the Project Manager immediately. Providing this information does not change the delivery or completion dates unless this Contract is amended.

22.2 Force Majeure. "Force Majeure" means any cause generally recognized under Texas law as constituting impossible conditions. Neither party is financially liable to the other party for delays or failures in contract performance caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party notice within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice

in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

22.3 Retained Right of Management. Nothing in this Contract is intended to or may operate as a bar to County's continuing right to oversee the performance delegated in this contract in order to protect its interests in these matters. This paragraph shall not reduce the compensation received by Contractor under this contract.

22.4 Non-Exclusivity. As a part of this contract, the parties understand that Contractor may provide services outside this contract as it sees fit at those times when Contractor is not obligated to County and there is no conflict with County interests. The parties also understand that County is free to have more than one contractor providing the type of services included in this contract.

22.5 Execution of Other Documents. All parties shall promptly and duly execute and deliver to the other further documents and assurances and take actions that a party may reasonably request to more fully carry out the intent and purpose of this Contract.

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23.0 NOTICE

23.1 Written Notice. All notices between the parties and related to this contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section 23.2 for the party to whom the notice is given, that notice is deemed to have been given immediately. If a notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section 23.2 for the party to whom the notice is given, that notice is deemed to have been given on the third (3rd) Working Day following mailing.

23.2 County Address. The address of County for all purposes and notices under this contract is:

Purchasing Agent:
Cyd V. Grimes, C.P.M., CPPO (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail, not required):

Travis County Tax Assessor Collector
Travis County Centralized Collections
P.O. Box 1748

Austin, Texas 78767

23.3 Contractor Address. The address of the Contractor for all purposes under this contract and for all notices hereunder shall be:

Bruce Cummings
Gila Corporation
8325 Tuscany Way, Building 4
Austin, Texas 78754

23.4 Change of Address. Each party may change its address for notice by giving notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

24.0 INTERPRETATION OF CONTRACT

24.1 Law and Venue. This Contract is governed by the laws of the State of Texas and all obligations under this contract are performable in Travis County, Texas.

24.2 Survival of Provisions. Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.

24.3 Interpretational Guidelines

24.3.1 Sovereign Immunity and Affirmative Defenses. This contract shall not be interpreted to include anything that is effective as a waiver of sovereign immunity or any affirmative defenses available to County.

24.3.2 Entire Agreement. This Contract which is composed of all Parts and the Contract Attachments listed in this subsection contains the entire agreement between County and Contractor related to the subject matter of this Contract. If County and Contractor made any prior agreements, promises, negotiations, or representations that County and Contractor have not expressly stated in this contract, those prior agreements, promises, negotiations, or representations are null and void. The attachments listed in this subsection are hereby made a part of this Contract and constitute promised performances by Contractor throughout this contract:

24.3.2.1 Attachment A – Collection Rate Summary Table

24.3.2.2 Attachment B – Description of Services, Schedules for Completion and Report Deliverables, including parts of Proposal

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24.3.2.3 Attachment C – Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

24.3.2.4 Attachment D – Ethics Affidavit

24.3.2.5 Order of Priority of Contract Attachments and Parts. If there is a conflict between the parts or the attachments or both, the conflict is resolved as follows:

24.3.2.5.1 Part II overrides all Attachments and Part III.

24.3.2.5.2 Part III overrides all Attachments.

24.3.2.5.3 Attachment A overrides Attachments B,C, and D.

24.3.2 Severability. If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of the contract shall remain valid and binding.

24.4 Number and Gender. Unless the context clearly requires otherwise, words of any gender are construed to include the other two genders and words in singular and plural are construed to include the other.

24.5 Headings. The headings and titles throughout this contract are included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

24.6 Computation of Time. In computing a time period under this contract, exclude the first Day and include the last Day. If the last Day does not occur on a Working Day, the period is extended until the next Working Day after the last Day. Commissioners Court usually designates the following as holidays:

New Year's Day (January 1st or Monday after if it falls on a weekend)
Martin Luther King, Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (4th Monday in May)
Independence Day (July 4th or Monday after if it falls on a weekend)
Labor Day (1st Monday in September)
Veteran's Day (November 11th or Monday after, if it falls on a weekend)
Thanksgiving Day (4th Thursday AND Friday in November)
Christmas Season (December 25th AND either Day before or Day after whichever allows a four Day weekend, if possible)

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25.0 GENERAL DEFINITIONS

25.1 "Auditor" means the Travis County Auditor or her designee.

25.2 “Commissioners Court” means Travis County Commissioners Court.

25.3 “County” means Travis County, Texas

25.4 “County Building” means any County owned buildings and does not include buildings leased by County.

25.5 “Day” means calendar day.

25.6 “Fines and Fees” means the following:

25.6.1 For any case referred to the Contractor to which a Statutory Fee applies, the outstanding balance of the following components:

25.6.1.1 the fine for committing the offense,

25.6.1.2 mandated/approved court costs/fees, and

25.6.1.3 the collection fee, and

25.6.2 For any case referred to the Contractor to which a Statutory Fee does not apply, the outstanding balance of the following components:

25.6.2.1 the fine for committing the offense, and

25.6.2.2 mandated/approved court costs/fees.

25.7 “Historically Underutilized Business” or “HUB” means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:

25.7.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or

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her community property, and not as if it is subject to the community property interest of the other spouse; and

25.7.1 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

25.8 "Purchasing Agent" means the Travis County Purchasing Agent.

25.9 "Statutory Fee" means the fee for collection authorized under Article 103.0031, Code of Criminal Procedure.

25.10 "TCCC" means the Travis County Central Collections, a special unit in the Tax Assessor-Collector's Office.

25.11 "Working Day" means Monday through Friday except for Days that County has designed as holidays.

25.0 EXEMPTION FROM COUNTY PURCHASING ACT

25.1 Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this contract exempt from the requirements established by Section 262.023 of the Texas Local Government Code because it is a contract for personal or professional services.

26.0 DUPLICATE ORIGINALS.

26.1 This contract will be executed in duplicate originals and be effective when executed by both parties.

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27.0 LEGAL AUTHORITY

27.1 Those signing this Contract on behalf of Contractor, or representing him or her or themselves as signing this Contract on behalf of Contractor warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this contract. If Contractor later alleges that this person lacks such authority, County may immediately terminate this Contract.

GILA CORPORATION doing business as Municipal Services Bureau

By: _____ _____
Bruce Cummings Date
Its Duly Authorized Agent

TRAVIS COUNTY

By: _____ _____
Samuel T. Biscoe Date
Travis County Judge

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COUNTY APPROVALS:

Approved as to Legal Form:

_____ _____
Assistant County Attorney Date

Funds Certified By:

_____ _____
Nicki Riley, Travis County Auditor Date

Compliance with Purchasing Law and Policy Confirmed:

_____ _____
Cyd Grimes, Travis County Purchasing Agent Date:

ATTACHMENT B

PORTIONS OF CONTRACTOR'S PROPOSAL

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MSB GOVERNMENT SERVICES

2.0 Basic Business Considerations

2.1 State whether the offeror is a local, regional, national or international business and whether it has an Austin, Texas office. Indicate the physical address of the local office, if any, and hours of operation, and whether defendants may make payments in person.

MSB is a local company whose only office is located in Austin, Texas. We have grown to contract with 600 entities in 38 states; all of who are serviced from our local office. Please see the table below for answers to the specific questions:

Physical Address	8325 Tuscany Way Austin, TX 78754
Hours of Operations	Monday – Friday 7 AM – 11 PM Saturday 8 AM – 5 PM
In-person Payments Accepted	YES

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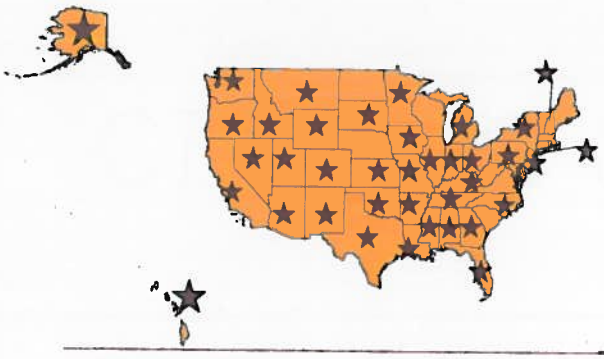
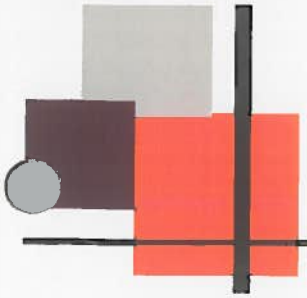
Although Texas is our home, we have more clients in this state and our only office is in Austin, MSB is proud of expanding the reach of our services as evidenced in the map below:

MSB is a unique collection solution for the County because we have been providing collection services exclusively to governmental entities for twenty-three years. We contract with more than 600 entities nationwide in 38 states.

Client Map



We work with many notable municipalities including: Albuquerque, New Mexico; Atlanta, Georgia; Anchorage, Alaska; Austin, Texas; Cincinnati, Ohio; Houston, Texas; Jackson, Mississipi; Los Angeles, California; New York, New York; Philadelphia, Pennsylvania and San Antonio, Texas and counties including: Marion (Indianapolis)



MSB GOVERNMENT SERVICES

within 3 business days for MSB's diverse client base. Suzi has been with MSB for 8.5 years.

Bobby Stephens, Performance Development Specialist
Bobby has been with MSB for over 7 years. He manages MSB performance development, compliance and quality assurance functions for call center operations and collections for all divisions, including toll road operations and government services. Bobby also ensures that all policies and procedures adhere to and comply with client and industry standards. He manages quality audit processes for all customer relationship employees, performance development processes for all employees and develops and implements recognition and motivational programs. Bobby also consults with General Counsel regarding compliance matters and is responsible for writing and developing training and incentive programs.

MSB has provided resumes as **Exhibit B** of the proposal.

2.4 Desribe the range of activities the offeror's business performs.

Founded in 1991, MSB specializes in providing collection services to court systems nationwide, including the exact services outlined in the County's RFP. MSB currently works with more than 600 courts nationwide and is an active member of the Association of Credit and Collection Professionals (ACA International) and the National Association for Court Management (NACM).

MSB is eager to put our resources to work for the County in a customized collection program to meet your individual needs. Three specific attributes of our success are:

1) **Experience-** MSB's unique niche in the government collections industry provides our clients with the most successful techniques before, during and after the collection process. We know what works best for you.
2) **Execution-** MSB sets itself apart by executing on case resolution. We never stop working to resolve a case and have documented collection success with our clients.
3) **Ethics-** MSB is above reproach and compliant with all collection laws and regulations, with every defendant always treated with courtesy and respect.

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MSB GOVERNMENT SERVICES

You will find MSB always utilizes the necessary software and hardware components and skilled knowledgeable personnel to assure the County that we are qualified to exceed your expectations set forth in this RFP. With specific knowledge necessary to outperform other agencies, MSB will maximize your recovery of delinquent court fines, fees and costs.

MSB's digital technology and highly automated systems offer our clients a flexible, innovative solution for their collection needs. We are a firm capable of and experienced in managing the type and volume of cases proposed by the County. We successfully service millions of new cases each year, including cases from some of the largest jurisdictions in the nation.

Customized software programs are designed specifically for the collection of delinquent court fines and fees. MSB tracks broken promises and we work all cases thoroughly regardless of age, balance amount or location of the defendant. Predictive dialer technology allows MSB to attempt telephone contact multiple times in a cost-effective, non-intrusive manner. Additionally, each defendant is contacted periodically for as long as the case is outstanding. **In summary, MSB never gives up on a case, continually searching for new address and telephone information and attempting to bring the case to closure.**

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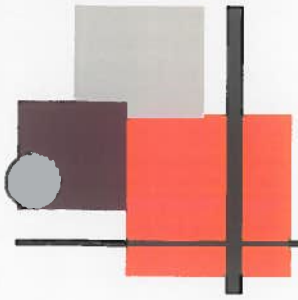
MSB is committed to maintaining the highest standards of professional conduct and business ethics. We work closely with each defendant providing to help them resolve their obligation with dignity. Our employees, many of whom are bilingual, speak with each defendant to determine their reason for not paying and work to overcome the objection.

MSB employees take great pride in their ability to formulate creative and innovative solutions to complex problems. While our collection process is designed to obtain the highest possible rate of return in the shortest possible time frame, careful attention is paid to the sensitivity and mutual trust of every client.

An annual audit of MSB is conducted by outside, independent auditors which meets all Generally Accepted Accounting Principles (GAAP). The audit includes reviews of internal controls and other operating procedures. Current and past audited financial statements have been issued with clean opinions. MSB adheres to very strict data



MSB GOVERNMENT SERVICES

security standards and contracts with an independent firm to perform SSAE No. 16 audits.

MSB demonstrates through our relationships with hundreds of jurisdictions the qualifications to meet the operational and management objectives of the County in this RFP. Moreover, MSB is committed to providing the most professional, cost-effective and efficient program to the County. **We will focus directly on the County's primary objective – delivering ethical collection services that maximize recovery on all cases.**

Range of Services

MSB's personnel are not only competent and experienced collectors, but we guarantee that ***they are competent and experienced in the very type of receivables that the County is attempting to collect***. Thus, when awarded the contract, MSB will assign collectors to the tasks in which they have proven their individual competence in collecting court fines, fees and costs. MSB provides the best-in-class training to prepare these individuals for the real-world experiences they will face in collecting delinquent court cases.

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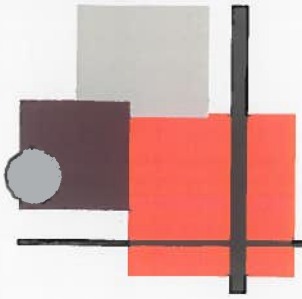
The personnel development program at MSB specializes in training personnel to work effectively with individuals to resolve and collect outstanding court cases while treating them with courtesy and respect. MSB's Standard Operating Procedures require on-going monitoring of employee conversations with defendants in order to maintain quality assurance and compliance with laws and regulations. MSB has a full time Quality Monitor that provides weekly and monthly coaching sessions as on-going training for collectors. **MSB records 100% of all inbound and outbound collector calls and the calls are stored for a minimum of 2 years.** These recordings are available to our clients when questions arise about specific cases. We have the ability to resolve complaints quickly and can immediately send call recordings to you upon request.

7.5 Submit the evidence of the offeror's financial stability including the last two Annual Financial Statements for the offeror's company.

MSB has provided our audited financial statements as Exhibit C of our proposal.



MSB GOVERNMENT SERVICES

2.6 Submit the offeror's written policy pertaining to safeguarding the privacy of all case information obtained by the offeror from the County and from other sources, including the defendant. The offeror's policy should reflect compliance with law based on current opinions of the Texas Attorney General and the most recent legislation.

Virus Protection

MSB understands the importance of protecting both internal systems and client systems by utilizing McAfee Enterprise Edition v8.0.0 virus scan engine on every desktop and server. In addition, we protect our Microsoft Exchange E-mail Servers with McAfee Group Shield. Virus definitions are updated daily to maintain optimal protection and our contract with McAfee is renewed annually.

Data Security

MSB adheres to very strict data security standards and has complied with the SSAE No. 16 SOC 1 Type II Audit. MSB will protect information from unauthorized use, disclosure or destruction through the observance of all federal and state information security and confidentiality laws. In addition to software security, MSB destroys all paper trash via a weekly pick up by a local document shredding company.

All employees sign a confidentiality agreement upon hire. **Employees must agree to maintain the confidentiality of Confidential Information** and not to disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied or transmitted.

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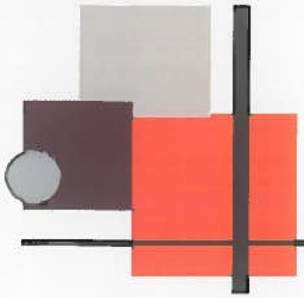
Email Data Security

With evolving security issues such as spam, viruses, hacking and data loss, it is imperative that businesses protect their email infrastructures. MSB utilizes fully redundant Cisco IronPort Appliances to secure their email environment. The following are examples of email security measures in place at MSB.

IronPort Reputation Filters™ provide an outer layer of defense utilizing *IronPort SenderBase®* data to perform a real-time email traffic threat assessment and identify suspicious email senders.



MSB GOVERNMENT SERVICES

Mystery Shopping Program

MSB utilizes a Mystery Shopping Program through which the performance of our collectors is randomly monitored. This Program is an ongoing effort to ensure compliance and show MSB's desire to always adhere to high ethical standards. MSB collectors are graded in several areas, including proper introduction and disclosure of information, taking appropriate action as needed, and whether they provided a high level of customer service. Mystery shopper reports are shared with the Company's General Counsel and CEO. All collectors are aware they may be "mystery shopped" at any time.

Ethics Hotline

MSB is committed to the highest possible standards of ethical, moral and legal business conduct. In line with this commitment and MSB's commitment to open communication, Lighthouse Services, Inc. (LSI) has been contracted to provide MSB Employees with an anonymous ethics hotline and website. LSI provides an avenue for employees to raise concerns and reassurance that they will be protected from reprisals or victimization for reporting ethical violations in good faith.

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2.8 Submit the offeror's employee security policies and procedures (e.g., background checks, fingerprinting). Explain if the offeror employs anyone with a history of a criminal offense (e.g., theft or other crimes of moral turpitude, misdemeanors, and felonies).

Background Checks/Fingerprinting

All potential employees of MSB are required to be fingerprinted and submit to extensive background checks prior to starting their employment. MSB understands the County will entrust us with your sensitive data and financial instruments; therefore, we take all necessary measures to ensure their safety.

Additionally, each month, all current employees of MSB are scanned against MSB's database of cases utilizing name, address, driver license and social security number information to ensure that all employees remain eligible for employment according to the rules governed by both MSB and its clients. MSB does not offer continued employment to those who have outstanding obligations to any of our clients.

MSB GOVERNMENT SERVICES

MSB can confirm that it is our policy to not hire anyone who has been convicted of a criminal offense to include theft by check; theft; alcohol/drug related offenses and assault related offenses.

Confidentiality Agreement

Each employee, upon hire, is required **to sign a confidentiality agreement**, in which they agree not to disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied or transmitted.

Collector' Pledge

All collectors must abide by our Professional Collectors' Pledge provided on the following page:

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I believe that every person has worth as an individual and is entitled to be treated with dignity and respect.

I understand that the collection industry is an integral part of our economy and that it is my personal responsibility to help consumers find ways to fully satisfy their outstanding obligations with my clients.

I will always treat every individual with dignity and respect. As I demonstrate this behavior each day, I will encourage my co-workers to do likewise.

I believe in the Core Values of Gila LLC...

EMPOWERMENT
INTEGRITY
COMMITMENT
EXCELLENCE
TEAMWORK

I will honor this pledge daily, knowing that my professional behavior will enhance the reputation of my profession in the minds of consumers, government regulators, fellow employees, my family and my clients.

MSB GOVERNMENT SERVICES

5.0 Proposed Method of Performing Work

5.1 Describe in detail how the offeror will provide the services described in Part 2 Scope of Services. Submit written collections policies and training guides, manuals, and materials.

MSB is excited to continue to offer the County a superior collection solution modified to meet your specific requirements. Our solution marries sophisticated, advanced technology with our extensive experience in providing collection programs exclusively to courts.

MSB has developed and implemented hundreds of court collection projects, giving us the necessary tools to continue to **provide the County best-in-class collection procedures**. MSB has the ability to perform the necessary functions to provide a compliant collection program which maximizes recovery including:

- Open communication in order to coordinate collection services;
- A sophisticated computer hardware and software system which accepts and accommodates the necessary data on the County's cases;
- Initial and follow-up training to all employees encompassing all areas of collection activities, as well as all laws and regulations governing such activities;
- Providing assurances that MSB is operating within the laws and regulations governing collector activity; and
- Contacting the County's defendants and requesting payment or providing appropriate instructions to their remaining options in a professional and business-like manner.
- Training guides provided as **Exhibit J** of our proposal.

By implementing the collection services offered by MSB, you can achieve the following goals:

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MSB GOVERNMENT SERVICES

Justice Served - The defendant who has not satisfied their obligation is abusing the system. Resolving the backlog of cases will help clear the County's docket and **bring a gradual increase in future voluntary compliance.**

Increased Revenue - **MSB generates revenue** by collecting delinquent fines, fees and costs that would otherwise go uncollected. MSB has the ability to address each and every case evenly and consistently – virtually regardless of the location of the defendant. **MSB has helped return more than $2,800,000 to the County.**

Decreased Liability - MSB indemnifies all clients against our actions and maintains substantial errors and omissions liability insurance and bonds. We **reduce the County's liability** and exposure by utilizing MSB's services.

Virtual Staff - MSB's resources and **personnel are utilized without allocating additional County funds.** It's like having additional staff working along with the County's staff.

Premier Technology - The County can leverage technology by benefiting from **MSB's highly automated, advanced solution.** MSB has the assets in place to immediately offer the County sophisticated, state-of-the-art, reliable software and hardware resources as well as the skilled personnel necessary to meet the desired goal.

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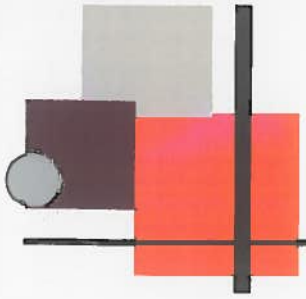
Collection Work Plan

MSB will make all possible attempts to locate and collect on all cases placed with our office by the County. In addition **we will work the cases as long as they are with us.** MSB will use all available resources including but not limited to:

Call Center Resources

- Skip tracing for new contact information
- Collection letter series
- Predictive dialer which enhances productivity
- Agent free, interactive, background dialer for additional phone calls and maximum coverage
- Outbound and inbound collection calls
- Toll free telephone number



MSB GOVERNMENT SERVICES

- **Extended evening and weekend hours totaling 89 hours:**
  - 7 AM to 11 PM CST Monday through Friday
  - 8 AM to 5 PM CST Saturday
- Use of collectors specifically trained to collect court cases
- Bilingual assistance (over 60% of collection staff)

Phase I: Initial 60 Days

- Once the case is placed with MSB, it is loaded onto our CRS collection system and is called on a regular basis until contact is made for payment. An initial collection letter, approved by the County, will be sent on all files outlining all fines and monies owed.
- The collection letter will provide a toll free telephone number, detailed description of the obligation and how to pay.
- All cases with potential contact numbers will be loaded into our Interaction Intelligence Inc. v2.3 (ININ) predictive auto dialer. Attempts to contact the defendant will occur every three days at a minimum.
  - The dialer allows MSB to build call campaigns based on key case factors (i.e. County demographics, regional collection statistics and specific case types and balance ranges) to allow for best potential contacts.
  - MSB will provide general case information to the County's defendants, note any contact information changes and determine defendant indigence.
- Any case that does not have a potential contact number, found to have a bad phone number, or marked with mail return will run through our batch skip process.
  - Batch skipping is done using 1000's of national data bases to help locate new contact information for the defendant.
  - New addresses, home, work, and cell phone numbers may be returned to our collection system and special call campaigns will run in an attempt to contact the defendant.
- All new potential contact information will remain in our CRS system and contact attempts via mail and phone calls will continue. The County will have real time, online access to their cases to review collector comments, collection activities and updated contact information.

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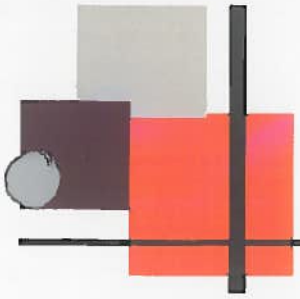

MSB GOVERNMENT SERVICES

Phase II: Days 61 – 240

- All of the County's cases which remain outstanding will receive additional collection notices during this time period. This is a progressive letter series in which each letter will carry stronger language.
- Collection efforts on our predictive dialer, interactive dialer, and manual calls will continue on all cases that have good contact numbers.
- Skip trace efforts on cases without contact information will continue.
- Manual skip efforts will take place as needed in an attempt to find new contact information on any case that does not have a telephone contact or has a mail return flag.

Phase III: Day 241 – End of Contract

- Periodic additional collection notices will be mailed as needed.
  - Special mailing campaigns will be created to increase payments.
  - If the County participates in local or statewide Warrant Round Ups, special letters, mailings and call campaigns will be created. MSB will work in conjunction with local law enforcement to provide verified address information and target suggested zip codes.
- Continued collection calls will be made on all cases with good contact numbers.
- Skip tracing continues. Once new contact information is found, calls will begin again.

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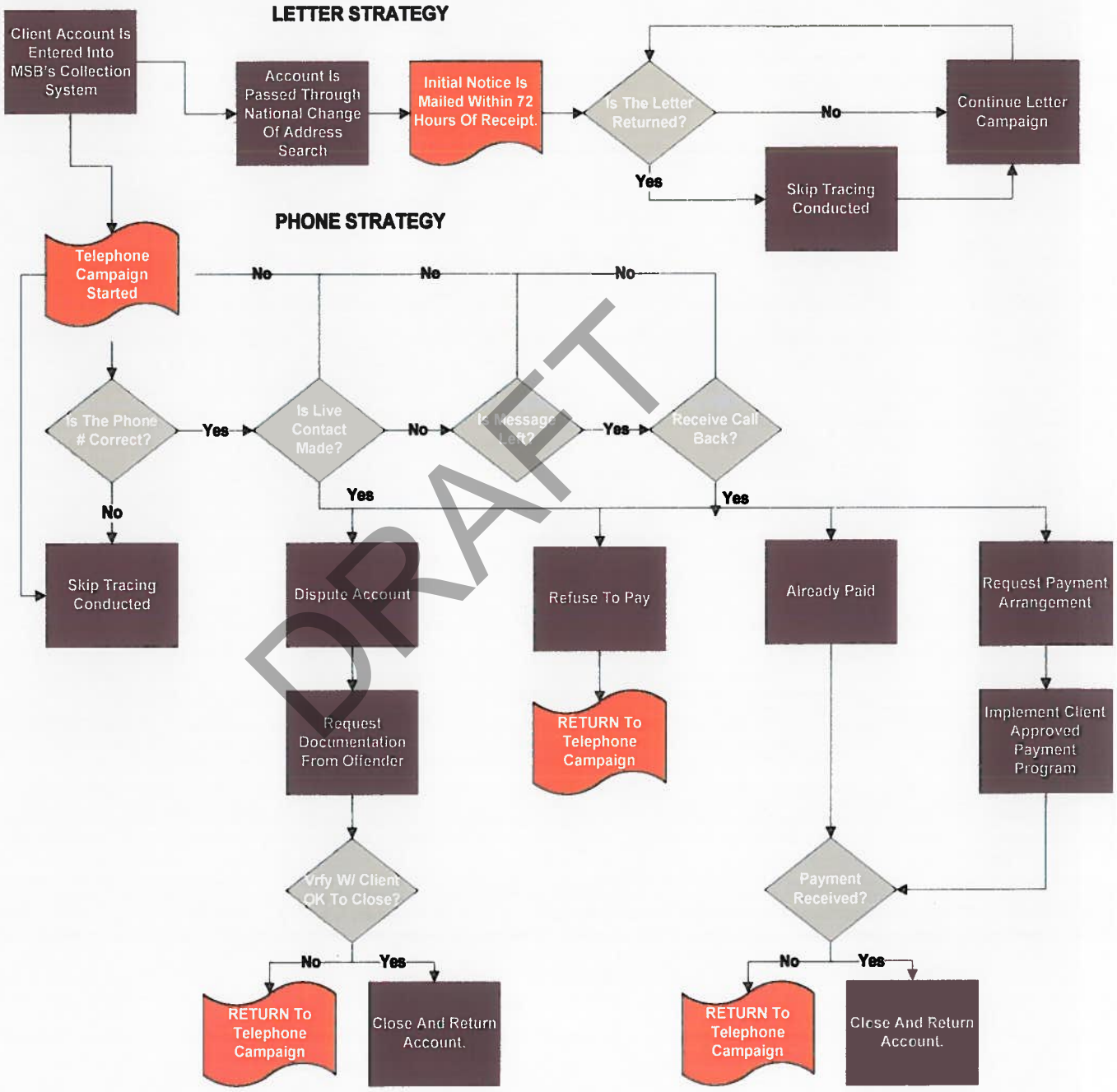
Please reference a detailed collection flow chart on the following page:

MSB GOVERNMENT SERVICES

Collection Flow Chart



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MSB GOVERNMENT SERVICES

Locating Defendants

Please read below for a detailed description of our address management and skip tracing procedures.

Address Management Services

MSB's integrated systems can scrub defendant names and address data, enhance address information via Zip+4 appends, USPS FASTforward System Change of Address (COA) lookups, as well as **National Change of Address (NCOA) lookups.** This is done on each case submitted to MSB.

MSB's Address Management process is part of our family of products, all of which share comprehensive operational reports and statistics. These include costing reports tailored to defendant requirements and extremely fast processing turnaround times.

Key benefits of the Address Management process are:

- Automatically replaces address on file with the forwarding address, resulting in:
  - Faster delivery and fewer mail returns, accelerating recoveries
  - Updated address upon which to base automated skip tracing look-ups
- Name and address standardization reduces mail returns due to data quality errors
- Enhancement of the address "last line" via spelling corrections, USPS City mapping, and Zip+4 appends for USPS CASS certification
- COA lookups on all records via USPS FASTforward's 12-plus month database
- NCOA lookups on all FASTforward "no-hits," extending the Change of Address lookup to 3+ years Identification of "Known Bad Addresses," with ability to provide automated services on these defendants.

Skip Tracing

MSB anticipates that many cases submitted will require extensive skip tracing efforts. Skip tracing is an industry term describing the various processes used in an attempt to locate a person whose current address or telephone number is unknown.

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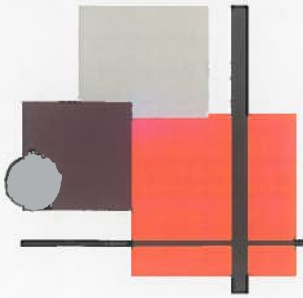

MSB GOVERNMENT SERVICES

Without a successful skip tracing program, collection results are significantly lower. You cannot collect from someone you cannot contact.

Once the phone number or address is determined incorrect, skip tracing procedures begin. **Skip tracing is conducted on a local, regional and national basis. The schedule is ongoing on a monthly, quarterly, and annual basis as long as we have the case.** Efforts include:

1) ***Data Providers:*** MSB has the ability to utilize the following vendors who supply NCOA programs as well as our own database of mail return information. Online access to these providers is linked to our internal intrashare website for collector's convenience when they are skip tracing. MSB has access to billions of data sources through the following:
   - Accurint (LEXIS NEXIS)
   - Acxiom
   - ChoosePoint
   - DirectoryNet
   - Dolan
   - FastData
   - MasterFiles
   - RiskWise
   - Verifacts

2) ***Additional skip tracing resources may include the following:***
   - Multiple State and National Directory References
   - Address Correction Deposit on file with the Postmaster
   - Credit Bureaus
   - Utility Records
   - Driver's License Database

3) ***Cross Referencing of County's Cases Against Our Proprietary Database***

All accounts submitted to MSB with outdated information are skipped to locate the most recent and accurate information. The cases are continually re-skipped on a monthly, quarterly, and annual schedule in an effort to maintain the most current contact information in case they move or relocate over that time. If a defendant is

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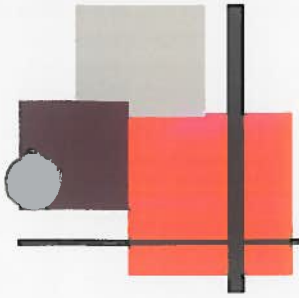

MSB GOVERNMENT SERVICES

contacted on one case, the collectors will do an extensive system search to verify if any additional debts are owed. All cases are updated with the latest information.

Batch Skip Tracing Services

MSB's batch skip tracing process effectively skips millions of cases at one time. The process is developed and engineered to provide the most accurate information for difficult to find defendants. Every case referred to MSB without valid contact information will go through the same skip process. Features include:

- Electronic Directory Assistance (EDA)
- Phone and SSN Append
- Phone Dedupe (If a number is marked as bad, it is not returned as a good one, nor is it kept in the search)
- Best Address
- Best Address Dedupe (If an address is bad, it is not returned as good and it is removed from the search)
- Credit Header with Credit Bureau (Results in more right party contacts rates, higher levels of verification and fraud detection.)
- Full Header

MSB accesses 6.8 billion records from over 30 sources to locate correct contact information including:

- Bankruptcy Filings
- Vehicle and Voter Registrations
- Driver's License Numbers
- Utility Information
- Phone Records

MSB employs a waterfall process for batch skip tracing including:

- Applying multi levels of skip processing to improve overall Right Party Contact (RPC) results
- Waterfall effect utilizing up to 3 skip batch vendors ranked by best Right Party Contact percent
- Manual skip tracing for remaining submissions with unattainable contact information via batch processing will be available
- Tracking and reporting to be designed for ongoing analysis

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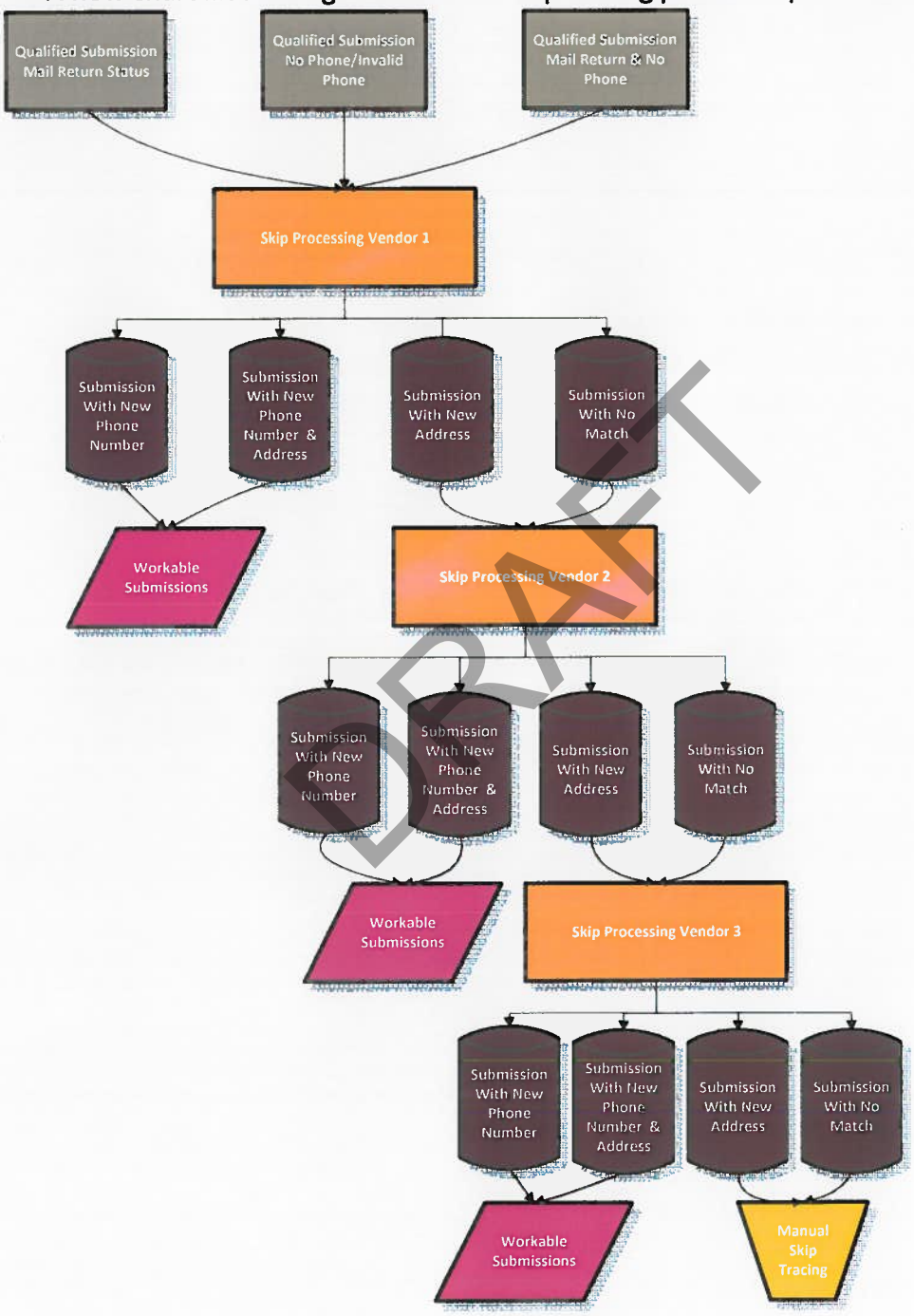
A flow chart illustrating our waterfall skip tracing process is provided on the below:



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MSB GOVERNMENT SERVICES

Letter Procedures and Capabilities

Each case the County refers to MSB is scheduled a letter series once it is uploaded into MSB's system. Letters may be customized to meet specific circumstances, and MSB may utilize bilingual verbiage in the County's letters to ensure all defendants are able to make contact to initiate payment.

The initial notice is mailed when the case is transferred to MSB's collection department. If there is a failure to respond to the first notice, a second notice is automatically generated. This process is repeated. If a payment is posted in full or if the case is canceled or closed for any reason, the letters automatically cease. If a defendant has multiple cases and payment in full is received on only one case, the letter series is modified and a new letter series, appropriate to the situation is scheduled. If the County places the case on hold for any reason, the letter series is held until MSB is informed to continue collection activity.

MSB can **customize an individual letter series** to meet the County's needs. Our letters are time tested and have proven their effectiveness in communicating with defendants to resolve cases while complying with all federal and state collection laws. The County is able to approve all letters and their verbiage during the implementation phase. Each letter contains contact information in both English and Spanish, a toll-free telephone number and the web address where online payments may be made. MSB's letter notification tool can alter the language of letters to adjust to any future needs of the County. MSB has provided the current letter series used for the County as **Exhibit H** of our proposal; however, we are happy to make any changes requested and submit for approval before mailing.

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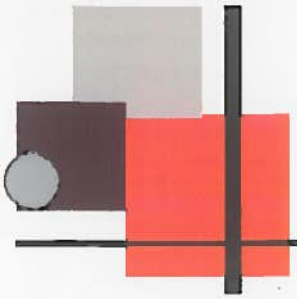
Predictive Dialer Technology

The Interactive Intelligence Inc. (ININ) is a system that automates the dialing process within a call center environment. The system dials telephone numbers downloaded from MSB's database and detects an answered call. The system filters out calls with no answer, busy signals, and disconnected numbers, and passes only answered calls to the collector. The collector may also leave messages.

When an individual is reached, the defendant's detailed case information appears on the monitor at the collector's workstation. The collector then updates the database with verified information such as new telephone numbers, place of employment,



MSB GOVERNMENT SERVICES

etc. Depending on the experience of the employee, the Dialer allows a collector to make approximately 200 contacts a day, amounting to a sevenfold increase in defendant contacts compared to manual calls.

When the Dialer reaches a disconnected number, the case is passed to the skip tracing queue. Once valid information is found, the case is put back into circulation.

A variety of strategies are in place to deal with each circumstance. For example, when the Dialer receives a busy signal, the system can be programmed to re-dial that number every 15 minutes thereafter until the line is connected. Also, if the call is not answered, the Dialer might continue to call every 60 minutes until someone answers.

A dynamic advantage of this system is the inbound/outbound feature. The Dialer keeps track of the number of collectors on the dialer system and the number of incoming calls. The Dialer equally distributes the incoming and outbound calls, leaving no unanswered calls.

MSB realizes the importance of *immediately* working cases while the information (phone number, address, etc.) is still valid; therefore, we stress *quick activity*. However, MSB also understands that various circumstances prevent one from paying an obligation immediately. In many instances, changes in personal matters enable the individual to pay at a later date.

The Dialer generates individual reports pertaining to the performance of each collector. The Collection Manager evaluates each collector by the speed and thoroughness of their work (based on experience). The Dialer generates statistical information in the following areas:

- Time the collector spent on the Dialer
- Productivity of time spent on the Dialer
- Number of messages left
- Messages left with a person
- Wrong numbers called by the collector
- Cases updated with new location information
- Promises and refusals to pay

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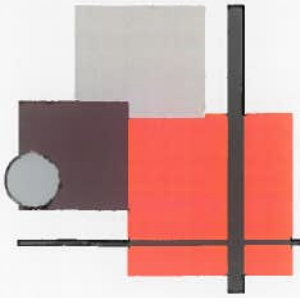

MSB GOVERNMENT SERVICES

- Immediate payment made with initial contact via Credit Cards or Check by Phone
- Transferred calls from other collectors
- Supervisor reviews because of dispute

Please reference the Dialer Campaign Flow Chart below:

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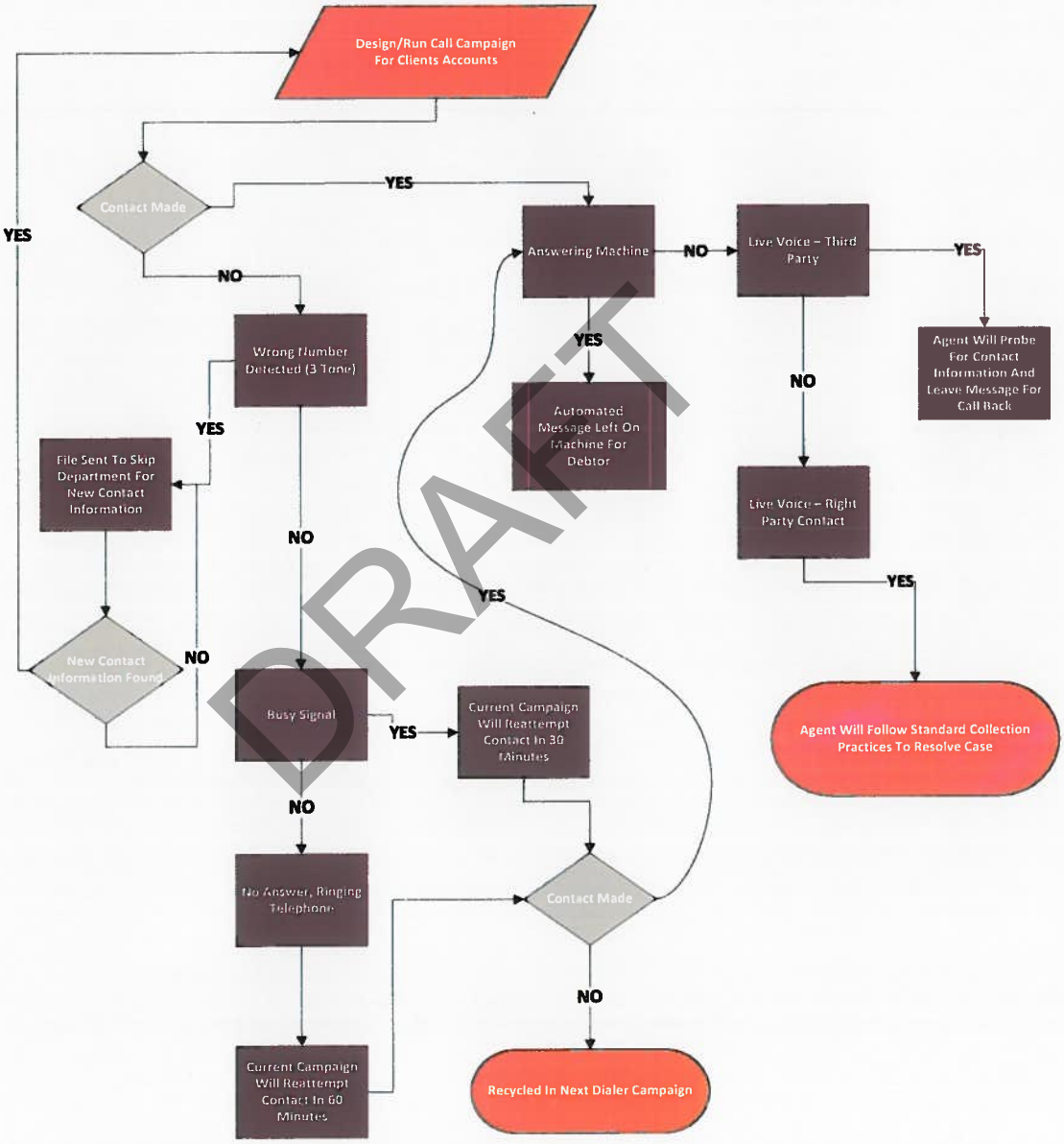
Dialer Campaign Flow Chart

MSB – Interactive Dialer



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MSB GOVERNMENT SERVICES

Phone System

MSB utilizes a state of the art fully integrated VOIP phone system by Interactive Intelligence Inc (ININ). All calls can be shared with the County by e-mailing a wave file of the recorded conversation upon request. **All inbound and outbound calls are recorded and stored for a minimum of 2 years.**

The ININ Customer Interaction Center (CIC) offers the following advantages:

- Innovative Pre-Integrated Application Suite- The multimedia Automatic Call Distributor (ACD) gives MSB capability to manage calls, call processing, voicemail, fax and unified messaging to elevate productivity, performance, and customer service.
- ACD with Universal Queuing- This is a flexible automatic communications distributor for language, segment or skills based call routing to quickly get each call to the appropriate collector.
- Fully Capable Inter-active Voice Response System- MSB offers self-service options such as methods of payment to customers waiting in queue or calling after hours.
- Outbound Campaign Management- The Dialer pre-integrates to CIC to blend outbound campaign calls with inbound ACD calls. Once contact is made, the call is transferred to a collector.
- Recording, Scoring and Quality Monitoring- MSB is able to digitally record all collector inbound and outbound calls which involve client contact. Flexible scoring helps maximize collector performance, and simplify recording, file management and retrieval.
- Supervision and System Monitoring- The supervisory and collector system monitoring capabilities allow MSB to view all stats in one interface. MSB supervisors monitor these on several new 52" flat panel displays easily visible on the collection floor.
- Complete Workforce Management- CIC's historical ACD data is combined with projections for demand forecasts and scheduling to ensure optimal staffing, collector performance and service.

Telephone Techniques

Achieving contact with the defendant is equally important to the telephone techniques used to collect the case. Many defendants have multiple bills and multiple agencies contacting them for payment. **MSB's goal is to be the collector**

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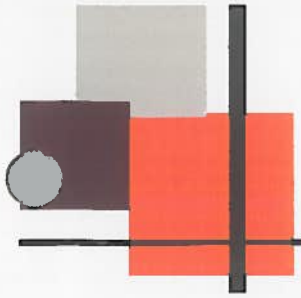

MSB GOVERNMENT SERVICES

who the defendant decides to pay and the promise the defendant honors. MSB emphasizes being polite, courteous and professional to all defendants at all times.

The nature of the defendant has changed over the years. Defendants are better educated and more sophisticated than in the past, and they expect to be treated as individuals with unique circumstances and needs.
MSB develops our collectors to be effective listeners and communicators. This ensures that the MSB collector becomes the collector whom the defendant wants to pay and significantly increases the likelihood of promises kept by the defendant.

The MSB short-list of what makes a good telephone collector includes:

- Treating the defendant like a customer, with a customer service attitude.
- Suggesting ways for the defendant to overcome problems for payment so that the collector creates the feeling that they are on the defendant's team.
- Being a good listener to evaluate the defendant's willingness and ability to pay.
- Perfecting the negotiating process and paraphrasing what the defendant is saying so that a mutually acceptable solution is reached.
- Being assertive, not aggressive.

Our telephone calls are designed to help the defendant voluntarily resolve their obligation. **Bilingual assistance is provided to all defendants.**

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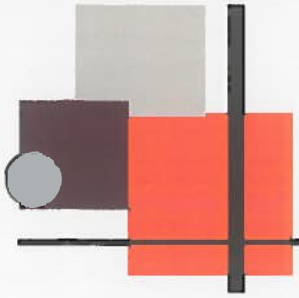
Litigation

If MSB's collection activities have not yielded payment and MSB, through its skip tracing capabilities, is able to identify assets owned by a defendant, MSB will recommend initiating litigation to recover the monies owed. If a case balance is less than $5,000 (depending on the jurisdiction), MSB will recommend filing suit in small claims court, as small claims court typically provides an efficient, cost-effective forum for litigating small disputes. Otherwise, MSB will recommend pursuing litigation in the court of competent jurisdiction that provides the most efficient docket system. Where available, MSB is also able to facilitate the filing of wage garnishments, bank liens and writs of attachment.

MSB's General Counsel, coordinates MSB's Litigation Program and oversees each step in moving cases through the litigation process. We work with MSB's clients to



MSB GOVERNMENT SERVICES

evaluate and select those cases which might be viable candidates for litigation. MSB will not initiate any court proceeding without specific, written authorization from the client and until a Litigation Plan has been agreed upon. After a case is selected for litigation, a formal, written demand letter from an attorney will first be sent to the defendant. In addition, follow up phone calls from an attorney may be placed before a lawsuit is initiated as litigation should always be the last resort.

MSB partners with select law firms and attorneys from The National List of Attorneys to provide legal services across the country. The National List of Attorneys provides a $3,500,000 insurance bond to provide security. MSB will coordinate all of these activities only with the client's approval and on the client's behalf.

We have provided a flow chart detailing the litigation process on the following page:

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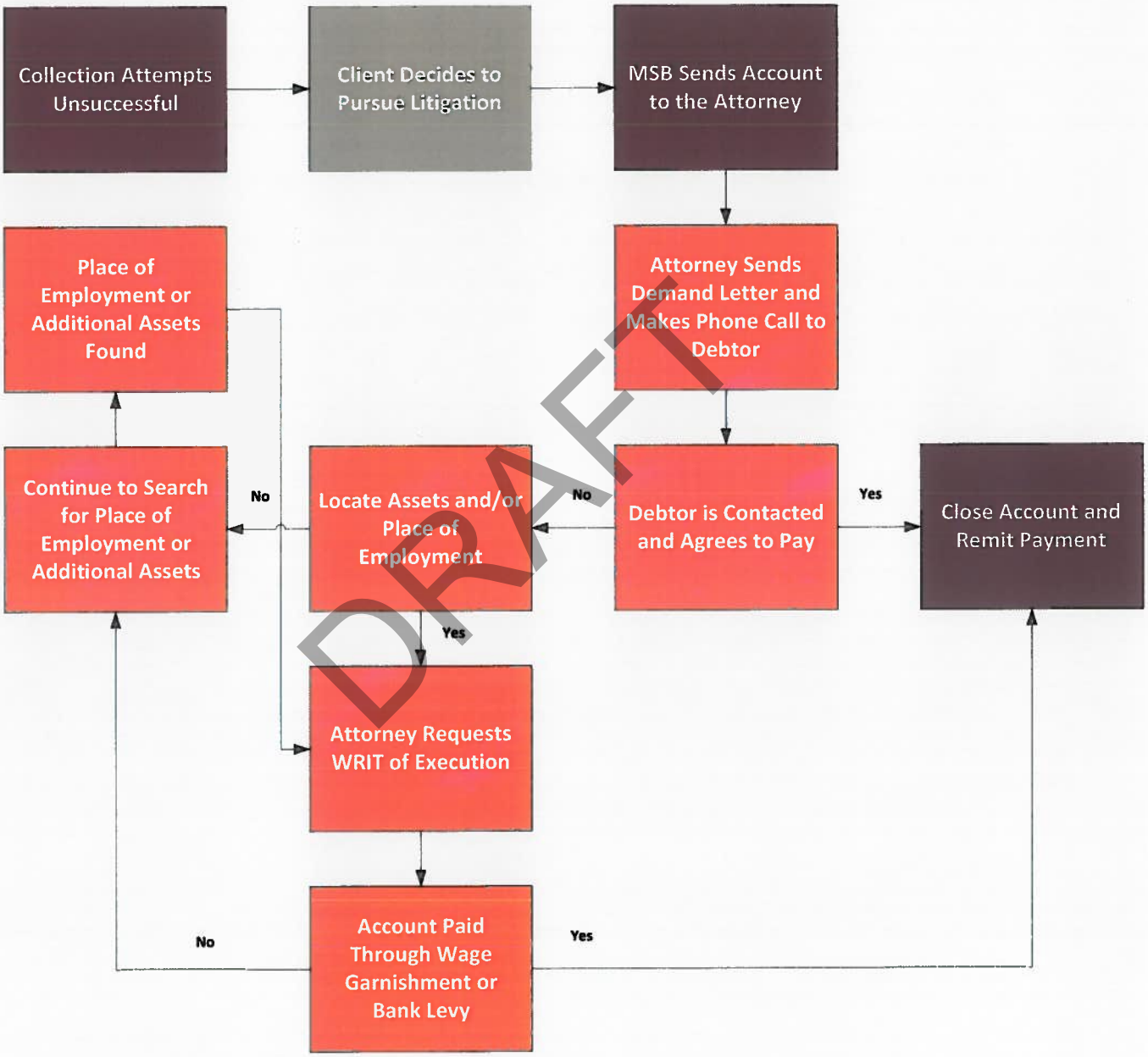
Litigation Flow Chart



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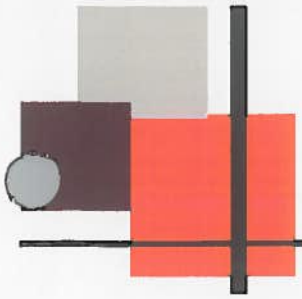

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Payment Options

MSB offers numerous options for defendants to satisfy their obligation to the County. In our experience, payments accepted directly on behalf of our clients achieve a higher collection rate. Defendants may choose from the following methods of payment:

- All major credit cards
- Debit cards
- Online payments, 24X7
- Electronic check over the phone (Vcheck)
- Money Gram (any Wal-Mart or CVS location)
- Western Union Quick Collect (any 7-11 location)
- Cashier's check/Money order
- Certified check
- Personal check mailed via USPS
- Walk in payments accepted at all ACE Cash Express stores nationwide
- Walk in payments at our local Austin, Texas office

Executing Payment Plans with Defendants

MSB's initial recommendation to the defendant will always be to resolve their obligation by payment in full. In the event a defendant has multiple cases which they cannot pay in full, an effort will be made to have them pay the first case in full, then the second and so on. People who indicate they are indigent or request an appearance before a judge will have the case referred back to the County. MSB never compromises the amount due without written authorization from clients.

MSB's collection software automatically flags individuals who have broken payment commitments within three working days. These cases are noted with a special status code, indicating a broken promise to pay by the defendant. From there, they are placed into a special dialer campaign, designed specifically to call and collect on cases where promises to pay were broken. Continuing with MSB's services allows for all current payment plans to continue with disruption.

MSB is able to provide payment updates to the County electronically.

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MSB GOVERNMENT SERVICES

Collection Campaigns

MSB knows that the County will rely on our efforts to set budgets and the revenue generated. In the event of a shortfall, MSB will work with the County to provide customized collection campaigns. Some of the campaigns we currently run are:

Warrant Round Up

When a specific date or time frame is targeted for a warrant round-up, MSB mails a customized letter and attempts to make contact by telephone with the defendants in question. MSB can also provide sound bites and press releases to the media to ensure maximum exposure to the County's defendants. The day before the round up is to commence, the account load is cleansed and specific data is provided to the Law Enforcement. We identify accounts where the address is known to be valid, within certain balance ranges and even within certain zip codes. Law Enforcement's productivity is thereby maximized. MSB can help the County organize a Warrant Round Up program suited to your needs. Our clients see as much as a 55% increase in their revenue collections during this campaign.

Tax Refunds

During "tax season", January - April, MSB makes additional contacts to all defendants in the system. MSB has found that many defendants have disposable income during this time frame due to tax returns. This campaign will help the County see increased returns. In order to maximize this time of year when defendants may have their only 'additional income', MSB sends specific tax letter mailings in addition to the general collection letter series. Our clients see as much as a 55% increase in their revenue collections.

Routinely Re-contacting Defendants

Re-contacting defendants while the account is outstanding yields results. This assures the County that your accounts are continuously being worked. We've learned over the years that a Defendant's financial situation is very fluid and usually changes for the better as they mature, therefore, MSB never stops working an account. **The collection rate increases dramatically over time as you continue to collect on older cases.**

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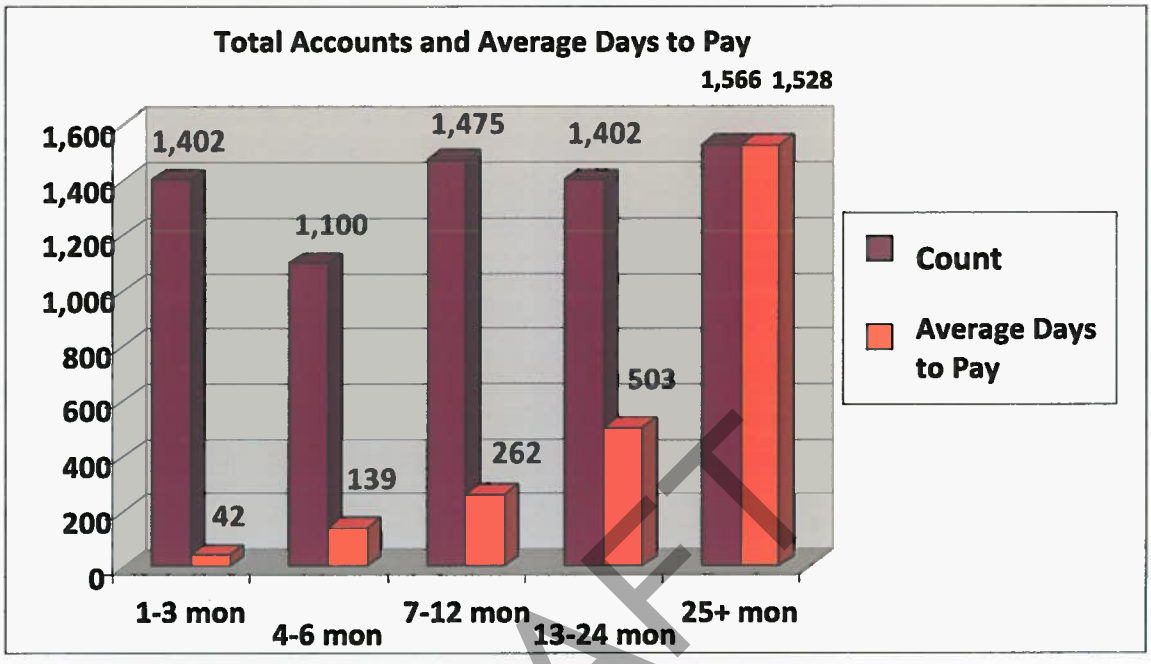
MSB GOVERNMENT SERVICES



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The graph above demonstrates our ability to collect on "aged" accounts. The purple bars are the number of accounts paid in that timeframe and the orange bars are the average days to pay.

For example, 1,566 accounts that had been with MSB for 25+ months (although their actual age is over four years old) were paid. You can compare this with the 1,100 accounts paid that had been with MSB for 4-6 months. In summary, the majority of accounts paid (23%) are in the oldest age category. This is statistical proof that we have success with aged accounts.

Call Monitoring

The majority of our personnel who will be devoting their time to the County's collection project will be our collection staff. MSB is dedicated to hiring, training and retaining quality employees, and our Quality Assurance Department effectively manages ethical collection practices.

MSB GOVERNMENT SERVICES

Frequency

To maintain a consistent level of quality, a set number of "monitorings" must be performed for each collector on a weekly basis. The following numbers are to be followed to maintain that level of quality:

- QA Monitor is required to complete 2 "monitorings" per collector
- Team Lead is required to perform 1 monitor per collector
- Supervisor is required to perform "monitorings" on an as needed basis, i.e. client requests and quality purposes

Tracking Reports

The call monitorings are tracked by a daily tracker and reported to the Collection Manager on a weekly basis. Data is uploaded from the Web Service Portal and is analyzed for reporting frequency and quality trends, which may dictate additional monitorings for collectors who are displaying deficiencies in their quality of service.

Assessing Collector Performance

The ACD Report is used to track Collectors' call statistics. This report is distributed daily to Managers, Supervisors, Team Leads, and Collectors so that they can track expectations and goals. This report contains the following information for Collector calls:

- Number of calls presented
- Number of calls answered
- Number of calls abandoned
- Number of calls qualified
- Collector call talk times (average daily, weekly and monthly)
- Collector CPH (Calls Per Hour)
- Wrap up time (time after each call to complete notes, etc.)
- Percentage of paid time versus active call time

Assessment of collectors' call statistics along with the Zero Tolerance Policy and the Attendance Occurrence Policy are all indicators of the performance of the collectors.

Daily, weekly and monthly reports are used to measure the overall performance of the Collection Department. These reports provide a measure of how the department as a whole, as opposed to the individual collectors, is performing. These

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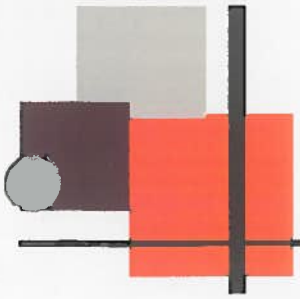

MSB GOVERNMENT SERVICES

reports allow for the comparison of day-to-day, week-to-week, and month-to-month data for continuing evaluation of the department's performance.

Complaint Policy and Procedures

Complaints will be handled immediately. If a dispute cannot be resolved by telephone, MSB will respond in writing to any individual that requests such a response. If a defendant states that the case was previously paid, etc., we ask the individual to provide the necessary documentation to support their claim. Upon receipt of any documentation, the case is placed on "hold" and forwarded to the County or dealt with as per previously agreed-upon instructions. Upon clarification, the defendant is notified of their claim's acceptance,, of a new balance or of the fact that their claim was denied. MSB also has a defendant web portal where defendants can upload dispute information and submit complaints.

In order to resolve a dispute as quickly as possible, MSB records 100% of all outbound and inbound phone calls. In addition, we store the data for two years to ensure that we have adequate access to historical data in the event of a problem. Most agencies do not record calls nor store the data for multiple years. MSB's confidence in its processes and trust of its employees provides the County open access to all call data at any time for review The recordings are also used for training and, if necessary, disciplinary purposes. Our Quality Control Department regularly monitors all calls to ensure our collectors are maintaining compliance with all state, federal and local laws as well as all client regulations.

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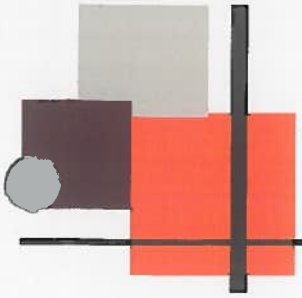
MSB Standard Complaint Handling Procedures

- Payment made to client
  - Verify in Collections Resource System (CRS) of any payments made
  - If no payment made, contact client for balance due
  - Send defendant letter stating balance
- FDCPA
  - Obtain validation of debt or invoice from client
  - Give letter to compliance officer
- Attorney Cases
  - Give letter to compliance officer
  - Inform client
- Dispute Balances



MSB GOVERNMENT SERVICES

- Search CRS for proper data (account is active, name, SSN, DOB)
- Contact client about the dispute
- Send letter to defendant to contact client

Escalated Complaint Resolution Policy

In the rare event that MSB receives written notification of a defendant dispute via the Better Business Bureau or a similar consumer advocacy organization, any law office, any state government agency, or the Federal Trade Commission, the following procedure is implemented:

- The complaint is forwarded to the Compliance Officer for review. Based upon the review, the Compliance Officer forwards the complaint to the pertinent department for a full investigation. In the event the dispute is from the Federal Trade Commission, the complaint is forwarded to the Director of Operations for investigation.
- There is a thorough investigation conducted, based upon the nature of the complaint. For example, if a defendant claims that they received a call after 9pm and in violation of FDCPA, all call records are retrieved from the dialer for review to ensure that no calls were placed outside of the allowed time frames. If a defendant claims they are being harassed, all recordings of all calls to that defendant are retrieved and reviewed by senior management. **All calls are recorded and kept for a period of two years.**
- Results of the investigation are forwarded to the Compliance Officer who will then render a determination as to whether MSB is or is not in violation of FDCPA, FCRA, and other laws. Appropriate actions taken are:
  - If MSB is in compliance with all applicable laws, the organization/agency which forwarded the complaint is notified that MSB has reviewed the case and determined that it acted in accord with regulations. In the case of government agencies, all requested evidentiary support is provided. The case is closed internally.
- MSB is aware that complaints may not arise for weeks, months, or up to a year from the date of occurrence. As such, call recordings, dialer records, transaction paperwork, and all records as they relate to collection operations are retained for a period of no less than two years. Financial records are retained for time periods specified by the Sarbanes-Oxley Act and SSAE No. 16 audit requirements.

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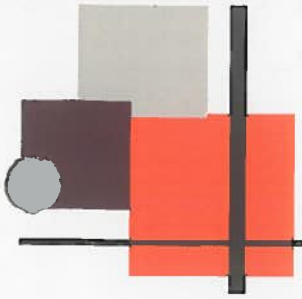

MSB GOVERNMENT SERVICES

Escalation Training

As the economic climate declines, defendants are becoming more disgruntled. In order for our customer service representatives and agents to avoid being drawn into a defendant's anger, MSB has implemented a unique course to train our staff to de-escalate calls. The collectors are trained to deal with an individual's emotional issues allowing them to shift the conversation to solving the problem at hand – collecting an outstanding obligation. If the defendant is too upset to assist in solving the problem, staff is trained to transfer a call to another customer service representative or team lead. The process continues to the next collector who can then escalate the call to a supervisor if needed and finally to the Collection Manager. It is paramount that our collectors remain professional and ethical at all times regardless of what a defendant may say to them. Our number one goal is accountability and respect.

Implementation Plan

Partnering with MSB allows the County to utilize existing processes, eliminates the need to devote large amounts of staff time and negates lengthy collection delays involved during implementation. MSB is committed to utilizing our twenty-three years of best practices to achieve **the goal of providing a premier collection solution for the County.** MSB's services are flexible to adapt to the County's needs as they change or as enhancements become available. We have an existing infrastructure, call center, trained collectors, and skilled information technology personnel to provide a fully operational solution.

Continuing to utilize MSB's services equates to zero downtime for implementing a new provider.

County's Assistance

MSB is able to offer the County a turnkey solution for its needs that has been proven successful. We have the financial, technical, and personnel resources already in place to fully execute the County's project. Using experience gained by collecting on behalf of over 600 governmental agencies, MSB will be able to offer the County a superior collection program that will maximize revenue.

MSB is dedicated to providing the County timely, efficient service. On occasions, MSB will rely on the County to provide certain information in order for us to remain

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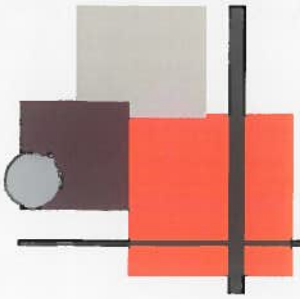

MSB GOVERNMENT SERVICES

on schedule. Those instances have been designated in the tables on the following pages.

Implementation Work Plan

We have provided a standard Implementation Work Plan, based on business days, on the following pages for the County's review. Please note all days are the same as there is no additional time needed to implement the services of collecting the pool of accounts already in our possession. The re-implementation needed due to the County's case management conversion is well underway and scheduled for completion before award of this contract.

Discovery: Phase I

Task Name	Start	End	Duration (Days)	Client Involvement
Signed Contract to Client Services	5/01/2014	5/01/2014	1	
Client Contact	5/01/2014	5/01/2014	1	√
Send Client Setup Packet	5/01/2014	5/01/2014	1	√
Begin New Client Implementation Checklist	5/01/2014	5/01/2014	1	
Client Implementation Meeting	5/01/2014	5/01/2014	1	√
Client IT Meeting	5/01/2014	5/01/2014	1	√
Forward Sample Letters, Reports and Invoices	5/01/2014	5/01/2014	1	
Finalize Client Requirements	5/01/2014	5/01/2014	1	

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MSB GOVERNMENT SERVICES

Implementation: Phase 2

Task Name	Start	End	Duration	Client Involvement
Set up Client Specifications in CRS	5/01/2014	5/01/2014	1	
Receive Approval for Letters, Reports, Invoices	5/01/2014	5/01/2014	1	√
Testing	5/01/2014	5/01/2014	1	
Client Sends Test File(s)	5/01/2014	5/01/2014	1	√
Set-up Transfer Process	5/01/2014	5/01/2014	1	
Analyze Test File	5/01/2014	5/01/2014	1	
Send Scope to IT for Scripting	5/01/2014	5/01/2014	1	
Write Script to Upload Submission	5/01/2014	5/01/2014	1	
Establish Payment Report Specifics	5/01/2014	5/01/2014	1	
Send Final Process Specs to Client	5/01/2014	5/01/2014	1	
Approve Final Process Specs	5/01/2014	5/01/2014	1	

Go Live: Phase 3

Task Name	Start	End	Duration	Client Involvement
Prep	5/01/2014	5/01/2014	1	
Create Go-Live Checklist; Obtain Signoff	5/01/2014	5/01/2014	1	√
Set-up Go-Live Prep Meetings	5/01/2014	5/01/2014	1	
Provide Specifics to CRS and Collections Manager	5/01/2014	5/01/2014	1	
Arrange Training for Operations	5/01/2014	5/01/2014	1	
Confirm Go-Live Ready with Client	5/01/2014	5/01/2014	1	√
Client Sends Live File	5/01/2014	5/01/2014	1	√
Live File Loaded	5/01/2014	5/01/2014	1	
Collection Activities Begin	5/01/2014	5/01/2014	1	

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MSB GOVERNMENT SERVICES

Benefits of staying with incumbent vendor

- Less stress on County resources to onboard new vendor
  - Savings of County employee labor
  - Confusion created with defendants and County
- Continuity of rapport built with defendants
  - Promise to pays honored and kept
  - Active accounts stay on schedule
- Current address, telephone and notes history increases customer satisfaction
- Improved collection rates over time by not having to "start over"

Below are the costs of employee hours to consider when changing collection vendors:

Additional Labor for AE Employees
Vendor requirements
IT development and assistance
Project oversight
Approvals
Clerk training
Confused defendants calling the County

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MSB GOVERNMENT SERVICES

Email/Text Communication

Upon approval from a defendant, MSB will communicate via email and text messaging for payment reminders.

Electronic Bankruptcy and Death Information

MSB will electronically scrub each case forwarded from the County for bankruptcy and death information. This information can be provided back to the County in a .csv or other required format to be downloaded into the County's database.

Hot Phone at the Municipal Court

At the expense of MSB, we will work with the County's telephone provider to install a "hot phone" at a central County location. This telephone, when picked up by a defendant, will immediately connect that person to our live call center to facilitate payment and customer service. MSB will be responsible for maintenance and on-going monthly costs.

Payment Processing

MSB's clients' payments are processed electronically in a fully secure payment processing room with trained employees. These services are provided at no additional charge to our clients. MSB balances all transactions to the penny on a daily basis.

Whether it is 20 or 15,000 payments a day, MSB can seamlessly transition any payment processing or billing operation to our office. Using advanced check processing technology and machinery, we electronically image and store every check or money order we receive within 1 business day. With an uplink to a client's billing system, or by using our own payment database with client case information, we can also update defendant cases. In the event we are using our own database, we can also send those updates to the client.

The benefits of MSB's payment processing services include:

- MSB can process payments based on client preference. Whether a client needs us to image payments by mail and then send an electronic posting file, or if a client needs us to handle the payment from receipt to deposit, the process can be customized to meet our clients' needs.

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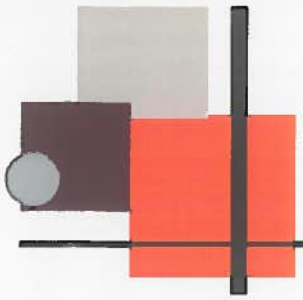

MSB GOVERNMENT SERVICES

- All cash and negotiable instruments received by MSB are secured in a limited access Money Room. This room is observed 24/7 by 16 motion sensor activated infrared cameras and has extensive security protocols and has a fireproof vault able to withstand temperatures of 4,000° Fahrenheit.
- Electronic check, credit cards, and Money Gram payments are handled via electronic funds transfer (ACH) with defendant payment information placed on electronic posting files for rapid case updates.
- MSB offers 24/7 online access for customers wishing to pay with credit card or electronic check
- All bank deposits (if a client elects to have us complete this part of the payment handling) are reconciled to case postings/updates. These reconciliation reports are available to the client at any time.
- Defendant case posting rules can be customized to be in-sync with a client's standard procedures.

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Payment Processing Room Security Protocols

The Money Room is where payments are received from defendants. MSB has a secure payment processing environment which mitigates the risk of loss, theft, or fraud. The following measures are in place at all times to ensure this security is maintained.

Camera/Surveillance

The Money Room is monitored by motion sensor activated, night-vision enabled cameras. Cameras are positioned to ensure that no area of the room has less than two cameras observing at any one time. In addition, several cameras are Wide Dynamic Range (WDR) to allow for better visibility through glass entry/exit doors to monitor activities outside the Money Room. Other cameras are Pan-Tilt-Zoom (PTZ) which allow for MSB to magnify camera views of negotiable instruments so as to read the check MICR line, money order number, or if cash is received by mail, the date stamp on a coin.

These cameras are wired through to a video recorder stored in MSB's secure server room and the recordings are archived for a period of no less than thirty days.

MSB GOVERNMENT SERVICES

6.0 Reporting Capacity

6.1 Document and describe the offeror's capacity to provide the electronic reports described in Part 2 and to update reports in the future as required by changing statutory and/or case law.

MSB acknowledges the need for a cooperative effort and open communication in regards to reporting collection data to the County. MSB has the ability to submit all reports listed in Part 2 and will work with the County to make any requested changes to the current reports due to changing statutory and/or case law. Below is a description of our reporting procedures:

During the Implementation Phase, the following items will be identified for discovery between the County and the MSB Implementation Team:

- Establish Detailed Requirements for all Reports:
  - Develop, Deliver and Approve
- Establish the County's Preferred Method of Report Delivery:
  - Mail, Email, FTP, SFTP
- Establish the County's Preferred Format for Reports:
  - Excel, PDF, CSV, Flat File, Crystal, Other
- Establish the County's Delivery Schedule for each Report Required:
  - Daily, Weekly, Monthly, Quarterly, Annually
- Determine the County's Reporting Distribution List

MSB's client management team is responsible for generating and specializing reports to suit your needs. The timeframe can be altered, although most have a pre-determined schedule depending on the type of report. MSB has the ability to create custom and ad-hoc reports as needed by the County. All reports can be provided daily, monthly, annually and/or contract to date. MSB always maintains an "open door" policy for our clients. All of our reports and collection data can be inspected, including audits, at any time by the appropriate client representatives. All reports, including invoices, may be sent electronically. MSB is committed to fully cooperate with all audit inquiries and confirmation requests. _MSB has provided the following table listing the reports we have the ability to generate and a brief description of each:

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MSB GOVERNMENT SERVICES

Report Name	Description
Client Data Summary	Provides a high-level overview of collection results, broken down by debt type, and the following time periods: month to date, year to date & life to date. The report includes the following fields: Number of accounts, Submission dollars, Collection dollars, Add on fee (MSB's fee).
History Analysis	Provides a detailed analysis of collection results, broken down by debt type and submission batch. The report provides rolled up totals year to date and life to date for each debt type and includes the following fields: Time Period, Number of new accounts, Submitted Dollars, Average submission, Current collections, Collected to date, Net Liquidity %, Gross Liquidity, Current Commission, Commission to date, Cancelled accounts, Cancelled dollars, Cancelled % & Number of PIF Accounts.
Creditor Inventory Report	Provides the current status, collections and current balance of ALL accounts placed with MSB. The report includes the following fields: debtor name, account number, Turnover date (date placed with MSB), Original Balance, Original Add on (MSB's fee), Collected, Current Balance, Current Add-on and Tag.
Paid in Full	Lists all debtor accounts that have been paid in full. The report includes the following fields: Debtor First Name, Debtor Last Name, Payment Amount, Activity Code & Payment Date.
Partial Payment Report	Lists all debtor accounts that have made partial payment(s). The report includes the following: Debtor Account Number & Name, Original & Current Balance
Spin Down Report	Provides a detailed analysis of MSB's collection by batch, relative to the time it took MSB to collect on the accounts. This report can be run by Placement Date or Violation date and includes: Creditor Short name (client unique identifier), Creditor Name (client name), Submission date, Submission count, Workable submission amount, workable current amount, Collection time frames.
Broken Promise Report	Lists all accounts that have made a promise to pay and broken that promise. The report includes the following fields: Debtor Name, MSB Consumer Number, Client Account Number, Balance Due, Promise to Pay Date & Payment Status
Dialer Activity Report	This report totals the number of our outbound call attempts for your accounts. It is broken down to categorize the call result (line busy, no answer, wrong number, etc.), the number of live contacts, the number of right party contacts and the percentage of payments based on the right party

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MSB GOVERNMENT SERVICES

We have listed our most popular reports on the following pages as examples. The reports are adjustable based upon the requirements identified during discovery.

Client Data Summary Report

Collection Data Summary

EVERY CITY USA, 1ST JUDICIAL CIRCUIT				
	Accts	Submissions	Collections	Add On Fee
Month To Date through 7/31/2013	4124	$614,098.75	$383,815.48	$79,797.33
Year To Date: 2013	35667	$4,897,996.50	$3,143,162.19	$662,043.89
Life to Date: Life of Contract	589433	$73,903,757.74	$24,423,908.57	$5,126,052.79
HAWCTHI2 HAWAII, 1ST JUDICIAL CIRCUIT				
	Accts	Submissions	Collections	Add On Fee
Month To Date through 7/31/2013	22	$2,607.00	$0.00	$0.00
Year To Date: 2013	263	$39,699.00	$522.45	$7.85
Life to Date: Life of Contract	10346	$1,652,895.39	$55,179.94	$8,775.99

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MSB GOVERNMENT SERVICES

History Analysis Report

HISTORY ANALYSIS REPORT

Date Range: 1/2/1900 - 7/31/2013

Creditor Group: XYZ - OJD - PARENT ACCOUNT

EVERY CITY

Period	New Accounts	Submitted Dollars	Average Submission	Current Collections	Collected To Date	Liquidity	Gross	Current Commission	Commission To Date	Commission Percent	Cancelled Accounts	Cancelled Dollars	Cancelled Percent
7/1/2013	3	5,722.24	1,907.41	1,562.69	25,726.34	21.40%	27.31%	338.17	5,287.12	20.55 %	1	124.00	2.17%
6/1/2013	10	12,771.54	1,277.15	1,115.46	24,163.65	6.81%	8.73%	245.27	4,948.95	20.48 %			0.00%
5/1/2013	8	8,270.55	1,033.82	806.10	23,048.19	7.59%	9.75%	178.29	4,703.68	20.41 %			0.00%
4/1/2013	2	1,886.00	943.00	1,098.05	22,242.09	45.20%	58.22%	245.61	4,525.39	20.35 %			0.00%
3/1/2013	5	1,321.58	264.32	888.65	21,144.04	53.25%	67.24%	184.85	4,279.78	20.24 %	2	12,483.44	944.58%
2/1/2013	4	21,794.82	5,448.71	1,264.85	20,255.39	4.62%	5.80%	257.55	4,094.93	20.22 %	1	623.73	2.86%
1/1/2013	5	4,289.86	857.97	1,440.40	18,990.54	26.92%	33.58%	285.52	3,837.38	20.21 %			0.00%
XXXXXX	XXXXX		XXX	XXX		XXX	XX		XX	XXX			XXX
12/1/2010	4	8,433.51	2,108.38			0.00%	0.00%			0.00 %			0.00%
11/1/2010	1	2,013.00	2,013.00			0.00%	0.00%			0.00 %			0.00%
10/1/2010	12	59,718.24	4,976.52			0.00%	0.00%			0.00 %			0.00%
9/1/2010	1	191.00	191.00			0.00%	0.00%			0.00 %			0.00%
MTD	37	56,056.59	1,515.04		8,176.20	11.49%	14.59%		1,735.26	21.22 %	4	13,231.17	23.60%
YTD	188	472,958.20	2,542.79		25,726.34	4.32%	5.44%		5,287.12	20.55 %	15	32,654.72	6.90%
Creditor Group: XYZ - OJD - PARENT ACCOUNT Totals													
MTD	37	56,056.59	1,515.04		8,176.20	11.49%	14.59%		1,735.26	21.22%	4	13,231.17	23.60%
YTD	188	472,958.20	2,542.79		25,726.34	4.32%	5.44%		5,287.12	20.55%	15	32,654.72	6.90%
Report Totals													
MTD Total	37	56,056.59	1,515.04		8,176.20	11.49%	14.59%		1,735.28	21.22%	4	13,231.17	23.60%
YTD Total	188	472,958.20	2,542.79		25,726.34	4.32%	5.44%		5,287.12	20.55%	15	32,654.72	6.90%

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MSB GOVERNMENT SERVICES

Credit Inventory Report

CREDITOR INVENTORY REPORT

Creditor	Name	Account no	Turnover Date	Original Balance	Original Add On	Collected	Current Balance	Add On	
BAKCTOR	MOUSE, MICKEY	CCC0649CBAK	02/01/2013	$32.00		$32.00	$0.00	$0.00	PAID IN F
BAKCTOR	MOUSE, MINNIE	CCC50JCBAK	04/19/2012	$128.00			$128.00	$0.00	AC
BAKCTOR	DUCK, DONALD	CCC26JCBAK	12/27/2011	$361.00		$361.00	$0.00	$0.00	PAID IN F
BAKCTOR	PAN, PETER	CCC25JCBAK	12/27/2011	$271.00		$271.00	$0.00	$0.00	PAID IN F
BAKCTOR	ELLA, CINDER	CCC999CBAK	10/19/2012	$396.60			$396.60	$0.00	AC
BAKCTOR	BEAUTY, SLEEPING	CCC582CBAK	11/29/2012	$285.44			$285.44	$0.00	AC
BAKCTOR	PRINCE, ERIC	CCC462CBAK	11/01/2012	$372.72			$217.72	$0.00	AC
	XXXXXX	XXXXXXX	XXXXXX	XXXX			XXXX		X
BAKCTOR	MERMAID, LITTLE	CCC01JCBAK	02/23/2012	$220.00			$330.00	$0.00	AC
BAKCTOR TOTAL				$521,066.83		$26,256.34	$501,884.66	$0.00	
OJDCTOR TOTAL				$521,066.83		$26,256.34	$501,884.66	$0.00	

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MSB GOVERNMENT SERVICES

Paid In Full Report

PAID IN FULL REPORT

Creditor Reference	First Name	Last Name	Payment Amount	Activity Code	Payment Date
2006-CR-000XXX	MICKEY	MOUSE	$74.66	Paid in Full	01/18/2013
2003-CR-000XXX	MINNIE	MOUSE	$43.67	Paid in Full	01/31/2013
2010-CR-000XXX	DONALD	DUCK	$1,289.62	Paid in Full	02/15/2013
2012-CR-000XXX	PETER	PAN	$297.47	Paid in Full	03/18/2013
2011-CR-000XXX	CINDER	ELLA	$364.56	Paid in Full	04/15/2013
2004-CR-000XXX	PRINCE	ERIC	$894.92	Paid in Full	05/10/2013
2009-CR-000XXX	SLEEPING	BEAUTY	$536.70	Paid in Full	06/14/2013
2008-CR-000XXX	LITTLE	MERMAID	($4.75)	Paid in Full	08/20/2013
	Totals	8	$3,496.85		

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MSB GOVERNMENT SERVICES

Partial Payment Report

PARTIAL PAYMENTS REPORT

Executed on 8/29/20XX 6:46:12 AM

Account Number	Debtor Name	Original Balance	Current Balanc
XXX01031-01CBAK	MOUSE, MICKEY	246,348.80	190,480.0
XXX771CBAK	MOUSE, MINNIE	10,501.92	10,001.9
XXX06-01CBAK	DUCK, DONALD	161,188.56	160,378.5
XXX64JCBAK	PAN, PETER	7,135.00	1,675.5
XXX588CBAK	ELLA, CINDER	4,768.24	4,668.2
XXX776CBAK	BEAUTY, SLEEPING	24,876.42	24,836.4
XXX777CBAK	ERIC, PRINCE	10,752.00	6,552.0
C07781CBAK	MERMAID, LITTLE	104,526.08	46,486.4

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MSB GOVERNMENT SERVICES

Spindown Report

Spindown Report by Submission Date
Execution Date: 8/29/2013 6:51:19 AM

Creditor Short Name	Creditor Name	Submission Date	Submission Count	Submission Amount	Workable Submission Amount	Workable Current Amount	0-30	31-60	61-90	91-120	121-150	151-180	181-210	211-240	241-270	271-300	301-330	331+	Total
BAKCTOR	EVERY CO COURT-OJD	08/26/2013	1	$333.00	$333.00	$333.00	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
BAKCTOR	EVERY CO COURT-OJD	08/22/2013	1	$12,854.88	$12,854.88	$12,854.88	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
BAKCTOR	EVERY CO COURT-OJD	08/08/2013	2	$2,891.84	$2,891.84	$2,891.84	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
BAKCTOR	EVERY CO COURT-OJD	08/01/2013	2	$32,003.31	$32,003.31	$32,003.31	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
BAKCTOR	EVERY CO COURT-OJD	07/26/2013	1	$384.00	$384.00	$509.00	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
BAKCTOR	EVERY CO COURT-OJD	07/11/2013	1	$570.00	$570.00	$570.00	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
BAKCTOR	EVERY CO COURT-OJD	07/04/2013	1	$4,768.24	$4,768.24	$4,668.24	$100.00	0	0	0	0	0	0	0	0	0	0	0	$100.00
BAKCTOR	EVERY CO COURT-OJD	06/23/2013	2	$2,243.54	$2,243.54	$2,243.54	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	XXXXXXX	XXXXXXX		XXXXXX	XXXXXXXX	XXXXXX	0	0	XXXXXX	XXXXXX	0	0	0	0	0	0	0	0	0%
BAKCTOR	EVERY CO COURT-OJD	09/27/2010	1	$191.00	$191.00	$72.46	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
BAKCTOR	EVERY CO COURT-OJD	Total	192	$521,041.23	$355,565.13	$356,086.85	$1,454.30	$1,771.39	$1,789.13	$1,164.16	$1,890.48	$1,236.35	$364.30	$1,135.57	$3,481.13	$254.75	$843.80	$10,770.98	$26,256
							0.28%	0.34%	0.34%	0.22%	0.38%	0.24%	0.07%	0.22%	0.67%	0.05%	0.16%	2.07%	5.04%

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Payment Invoice

PAYMENT INVOICE

Client ************

Reporting Period: Month of Apri 2011

Account Number: 000795-2

Invoice Date: 04/30/2011

Page: 1

Invoice Number:

[illegible]	YOUR ACCOUNT#	[illegible]	MASTER	PAY DATE	CHECKDATE	PAID US	PAID YOU	OUR COMM	BAL	REMARKS
Residenti										
	000009963188	DUCLOS, ROXANNE	KV6102	04/07/201	04/07/20	6.6		1.02	60.03	
	000009963191	DUCLOS, ROXANNE	KV6102	04/07/201	04/07/201	43.4		6.73	0	PIF
	000009963207	STARK, NOAH I	KV6106	04/07/201	04/07/201	15		2.33	0	PIF
	000009963208	STARK, NOAH I	KV6106	04/07/201	04/07/201	15		2.33	0	PIF
	000009963210	STARK, NOAH I	KV6106	04/07/201	04/07/201	15		2.33	0	PIF
	000009963212	STARK, NOAH I	KV6106	04/07/201	04/07/20	15		2.33	0	PIF
	000009963213	STARK, NOAH I	KV6106	04/07/201	04/07/201	27.78		4.31	0	PIF
	000009963214	STARK, NOAH I	KV6106	04/07/201	04/07/201	24.68		3.83	0	PIF
	000009963215	STARK, NOAH I	KV6106	04/07/201	04/07/201	16.25		2.52	13.53	
	000009963216	STARK, NOAH I	KV6106	04/07/201	04/07/201	5.64		0.87	0	PIF
	000009963219	STARK, NOAH I	KV6106	04/07/201	04/07/201	25.65		3.98	0	PIF
	000009963329	RISING, DANA P	KV6130	04/20/201	04/19/20	92.76		14.38	0	PIF
	000009963331	RISING, DANA P	KV6130	04/20/201	04/19/201	72.4		11.22	0	PIF
	000009963333	RISING, DANA P	KV6130	04/20/201	04/19/20	11.75		1.82	0	PIF
	000009964970	MC CLISH, KAREN M	KV7199	04/07/201	04/07/201	50		7.75	69.76	
	000009965034	CARRERA, KAREN	KV7220	04/19/201	04/18/201	14.96		2.32	0	PIF
	000009965035	CARRERA, KAREN	KV7220	04/19/201	04/18/201	12.48		1.93	0	PIF
	000009965376	SPEAKS, JENNIFER M	KV7290	04/25/201	04/20/20	58.07		9.00	0	PIF
	000009965656	BROWN, BEATRICE	KV7345	04/18/201	03/29/20		25.4	3.94	0	PIF
	000009965656	BROWN, BEATRICE	KV7345	04/18/201	03/20/20		8.24	1.28	0	PIF
	000009970032	MORENO, DANIEL L	KV9880	04/15/201	04/06/201		15	2.33	0	PIF
	000009970033	MORENO, DANIEL L	KV9880	04/15/201	04/06/201		29.8	45.23	0	PIF
	000009970034	MORENO, DANIEL L	KV9880	04/15/201	04/06/20		361.4	56.02	0	PIF
	000009970035	MORENO, DANIEL L	KV9880	04/15/201	04/06/201		6.58	1.02	0	PIF
	000009970036	MORENO, DANIEL L	KV9880	04/15/201	04/06/201		417.86	64.77	0	PIF
	000009981073	MILES, HAL G	KW6728	04/28/201	04/18/201		11.52	1.79	0	PIF
	000009981074	MILES, HAL G	KW6728	04/28/201	04/18/20		4.86	2.30	0	PIF
	000009981075	MILES, HAL G	KW6728	04/28/201	04/18/201		10.75	1.67	0	PIF
	000009981076	MILES, HAL G	KW6728	04/28/201	04/18/20		8.52	1.32	0	PIF
	000009981077	MILES, HAL G	KW6728	04/28/201	04/18/201		7.63	1.18	0	PIF

TOTAL Residentia

TOTAL FOR 000793-2

OTAL COLLECTIONS

TOTAL NUMBER OF PAYMENTS

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7.0 Computer Network

7.1 Describe the computer system the offeror is uses, any planned updates, and its security capabilities and limitations including at least the method used to secure data transmission.

Information Technology (IT) has become critical to the operations and overall success of the collection process. Having realized the benefits of IT, MSB continues to invest heavily in the latest technology, qualified personnel, and the training necessary to support the infrastructure. MSB's systems are all designed and engineered for high availability, accuracy, security and future growth. **Recently, MSB has invested millions in IT related resources** including computer/network equipment, software and telephony.

MSB's IT department recognizes the complex data transfer requirements and offers solutions based on the most efficient manner for our clients. We will work closely with your staff to implement our services and have technical support available every step of the way. Please read Section 2.6 for our response to our security policies and below for a description of our IT resources and network:

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IT Staff

MSB employs highly skilled IT professionals and managers with proven industry experience. This talented IT team stays abreast of new technology by both company sponsored training events and a strong personal desire to stay ahead of the industry.

MSB's IT employees' academic and professional credentials include:

- Masters of Science, Management Information Systems
- Bachelor of Arts, Computer Science
- Bachelor of Science, Math and Computer Science
- Bachelor of Business Administration, Management
- Microsoft Certified System Engineer (MCSE)
- Oracle Certified Associate (OCA)
- CompTia A+ Certification

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- Windows XP Deployment Certification
- Interactive Intelligence Dialer Certification
- Interactive Intelligence Center Handler Developer Certificate
- Interactive Intelligence Administrator Certificate
- Microsoft Certified Database Administrator (MCDBA)
- Cisco Certified Network Associate
- Cisco Certified Network Professional (CCNP)
- Computer Information System Security Professional (CISSP)
- DoD Information system security officer (ISSO)
- Digital forensics Certification
- Certified Ethical Hacker (CHE)
- Tenable Certified Nessus Auditor (TCNA)
- IBM Certified Deployment Professional (TSM/Disaster Recovery Professional)

To ensure the highest standard of security, MSB has partnered with an independent network firm to monitor and audit our network connectivity from end-to-end. This joint effort helps prevent the following:

- Denial-of-Service Attacks
- Unauthorized Access
- Confidentiality Breaches
- Data Diddling
- Data Destruction

These tests are performed internally as well (weekly) with industry standard penetration tools such as Tenable Network Security Software – Nessus.

Cloud Environment

MSB moved all production servers to a privately, managed cloud infrastructure in a fully redundant, high availability environment. All physical servers have been virtualized giving us the ability to scale and move servers instantly. The cloud environment is also replicated to a host stand-by data center which is then replicated to another datacenter in another geographic location for disaster recovery purposes. Storage is baked into the cloud infrastructure and is replicated in the same fashion as previously described.

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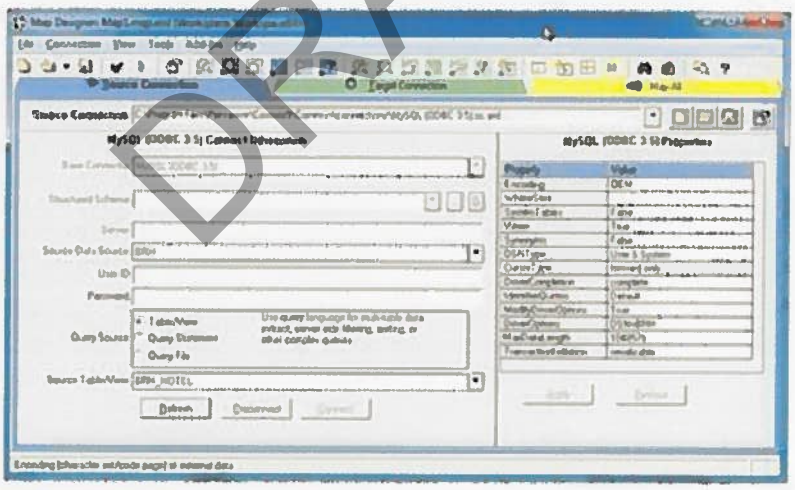
MSB GOVERNMENT SERVICES

Cloud environment

Pervasive Data Integrator

MSB's Data Integration Tool allows for rapid development and design through drag and drop methodologies.

Pervasive ETL Tool



Advantages over Standard Programming

- Minimal Code to program
- Typical new accounts implementation is less than 2 hours of design time
- fewer bugs and less testing time

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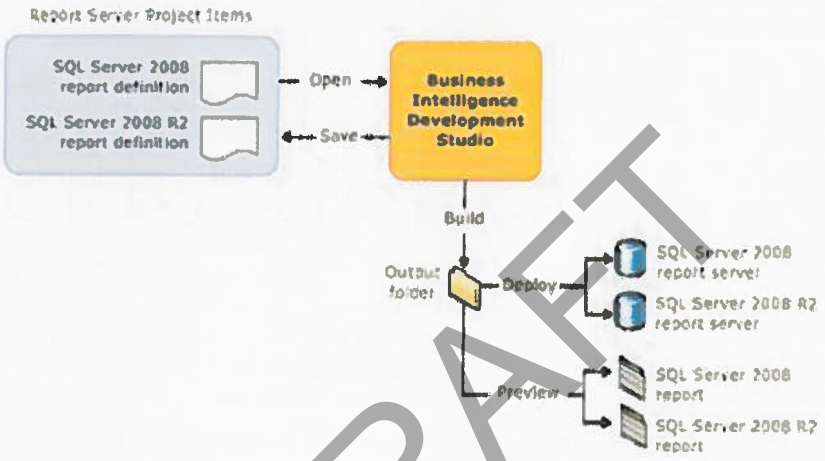
Microsoft Reporting Services

- Microsoft Reporting Services and Integration Services (for outbound data extracts)
- Rapid Development of Custom Reports and Custom Export Files
- Easy Set-up of Automated Emails on any Schedule



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Case Management

With hundreds of municipal departments across the nation, MSB has developed an extensive background in Pervasive ETL development. Pervasive provides our organization with the ability to do data conversion to any format or application target. Some of the more common file types we currently receive from clients include: XLS, CSV, TXT, and XML.

Collection Software

MSB selected CR Software as our enterprise-wide Collections Resource System (CRS). CRS automates all the fundamental functions of our collection operation, from new business data entry through month end processing. With CRS, we have streamlined our collection operations by taking advantage of its automatic broken promise processing, payment processing, cash posting, collector productivity management, client status reporting and client analysis reporting.

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CRS maintains a record of all case activity, including placement data, payment history and collection attempts. In addition, the system is a real-time, online system; therefore, cases are immediately updated when a collector performs any action on a case. This information is then available for our client to review. Recently, MSB completed an upgrade of our system to CRS Titanium.

Network

Of late, MSB upgraded the entire network infrastructure from start to finish with new state of the art Cisco equipment as well as new network cabling. MSB has partnered with Time Warner Telecom and Global Crossing for internet connectivity and has fully redundant multi-megabit connections should an outage occur. Additionally, all our network hardware support contracts are renewed on an annual basis for each networking device, thus ensuring 99.98% availability.

To ensure the highest standard of security, MSB has partnered with an independent network firm to monitor and audit our network connectivity from end-to-end. This joint effort helps prevent the following:

- Denial-of-Service Attacks
- Unauthorized Access
- Confidentiality Breaches
- Data Diddling
- Data Destruction

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Remote Monitoring of Server Room Conditions

MSB purchased an environmental monitoring appliance to keep a close eye on our server room and allow us to remotely monitor physical conditions. We initially installed it to monitor the generator and fire system, but decided to include a room temperature and flood sensor for additional protection. We are immediately notified via a text message and email alert when a preset threshold is hit.

Levels being monitored include:

- Room temperature
  - Internal (temperature sensor within the device)
  - External (additional sensor near the back of the server racks)
- Room Humidity - Internal (Humidity sensor within the device)
- Smoke – Smoke sensor

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- Flood – Spot water sensor near the network rack
- Main Power – Monitoring the main power of the building (power not connected to UPS)

Environmental Controls

Datacenter environmental controls are strictly maintained and monitored via electronic means as well as physical inspection.

Cooling – Data equipment cooling is achieved with two separate, independent cooling systems. These cooling systems are designated as primary and failover, this designation is alternated daily in MSB's effort to ensure the operation of each system. In the event that the primary cooling system fails, the secondary or backup system automatically assumes the role of primary system. These cooling systems are regularly tested and inspected

Electricity – Datacenter electricity is closely monitored and regulated any spikes or sags in commercial provided power are buffered by a datacenter UPS system which acts as a primary source of power in the event of power failure. The UPS system is further backed up by a system of generators that are set to automatic start in the event of power failure. The datacenter is equipped with a master power cutoff switch located inside the datacenter near the primary exit. This cut off system is designed to cut all power to the datacenter in the event of an electrical emergency however it must be manually activated.

Fire Detection / suppression – Fire suppression in the datacenter is accomplished utilizing FM 200 (heptafluoropropane (HFC-227ea)); sold under the fire industry trademark FE-227™. Unlike other fire suppression alternatives, the FM-200 fire suppression agent does not leave behind any oily residues, particulates, water, or corrosive materials. Thus it would not cause any collateral damage in the event it was activated.

Workstations

MSB recently refreshed 311 computers with brand new Dell Optiplex Small Form Factor workstations and Dell 17" flat panel monitors. In addition to these workstations freeing up desk space for the collectors to work, they also have the

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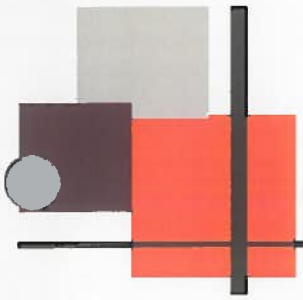

MSB GOVERNMENT SERVICES

capacity to handle the new voice over internet protocol (VOIP) headset and soft phone software.

Record Archival

MSB maintains accounting records in accordance with generally accepted accounting principles. MSB utilizes the Dynamics/Great Plains accounting system which is a Microsoft based application. The system provides detailed financial management options that range from general ledger, cases payable, and cases receivable modules to bank reporting, cash flow management and easy reconciliation.

All call recordings, dialer records, transaction paperwork and all records as they relate to collection operations are retained for a period of no less than 2 years. Financial records are retained for time periods specified by the Sarbanes-Oxley Act and SSAE 16 audit requirements.

7.2 Describe all electronic methods by which County may access case data for cases referred to the offeror including mode of daily transmission and online inquiry capacity, if available.

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MSB has worked with the County to establish an acceptable method of transmission of data files. As with many of our clients, we have set-up an FTP site with a user name and password, [illegible] for authentication. The transmission of the file from the client is automated and is sent to us on a daily basis utilizing a script written by the client. MSB has written a script to retrieve the file from the FTP site where the file is date and time stamped and then moved to the client's directory on our secured network. All files submitted through the FTP site are virus scanned to [illegible] automation options for file choices. Other protocols / methods can also be made available if necessary. [illegible] will continue to work with the County to adjust for any changes in their prefe[illegible]

MSB currently accepts files from, and produces files for, hundreds [illegible] clients around the country. These files contain referral (new) case information, [illegible]

MSB GOVERNMENT SERVICES

information, adjustments and rescind (recall) information, as well as general information regarding individual cases. MSB has the knowledge and experience to successfully receive the County's data files. MSB can accept files from the County on any media and in any format (comma, tab, pipe, tilde delimited, fixed length, variable fixed length, etc.).

Interfaces

MSB's working knowledge of numerous technologies and extensive experience interfacing with clients allows our in-house staff to seamlessly adjust to each client's interface specifications. MSB has worked with the County to communicate via the preferred method but will gladly adjust to any changing needs. The following are samples of the technologies that we have experience working with:

- Linux
- C
- C++
- C#
- .NET
- Visual Basic (VB)
- Scripting
- Automation
- Java
- XML

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The frequency of data transfers can be made: daily, weekly, monthly, and annually or any County-determined time frame. We have found that clients who submit on a regular schedule realize higher collection results.

Online Client Portal

The County will have **the ability to access cases online, in real time, 24X7**. A login name and password will be issued to allow approved employees to enter the secure site to review information in real-time. Cases may be reviewed by using several different fields such as name, case number, address, social security number, etc. You can also view all Action Codes, Result Codes, Status Codes and Memo Codes depending on the criteria you provide. **This technology allows the participating entities to quickly find all information regarding a particular case including amount due, amount paid, collectors' notes, updated address information, etc.**

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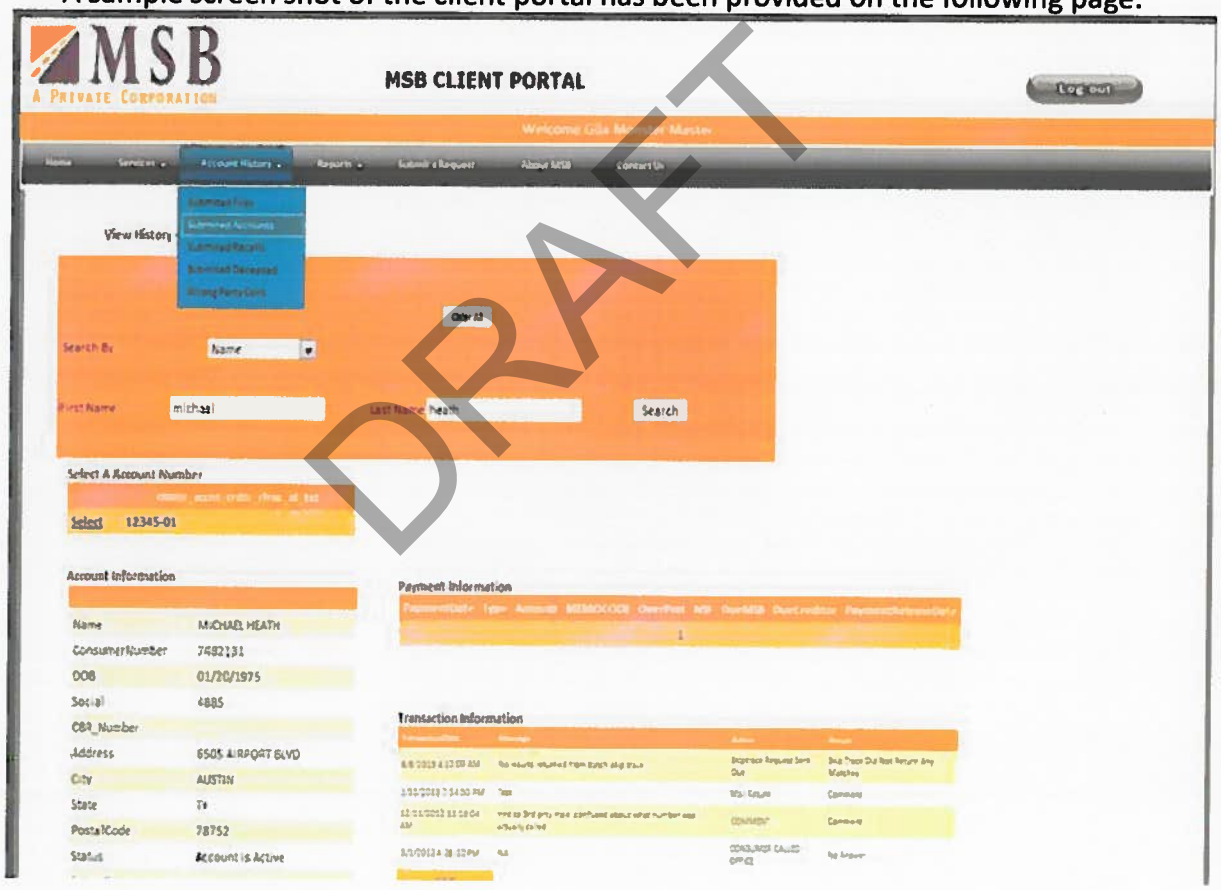
MSB's unique Client Portal enables our clients to have full transparency on all accounts submitted to MSB. This portal allows the following functions:

- Run Various reports in real time
- Submit files, individual accounts and recalls
- Report Wrong Party Contact (WPC) information
- Review client history (previously reporting files, accounts, etc.)
- Access account level details
- Submit a request or contact MSB

A sample screen shot of the client portal has been provided on the following page:



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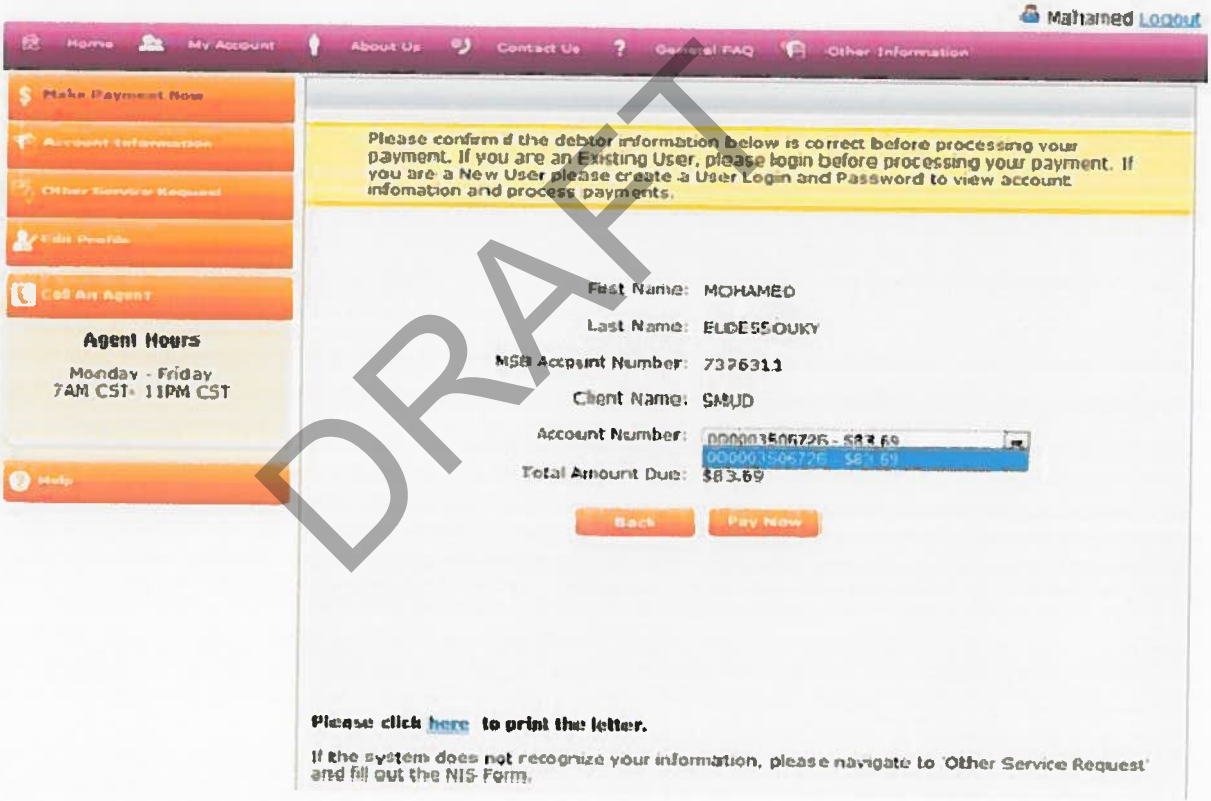
Online Defendant Portal

MSB's online defendant portal enhances the defendant's interaction with MSB by giving them the option to perform the following actions:

MSB GOVERNMENT SERVICES

- Review their account
- Make a payment
- Request a call back from MSB
- Review Frequently Asked Questions
- Report a dispute
- Download dispute documentation

MSB has provided a sample screen shot of the portal on the following page:



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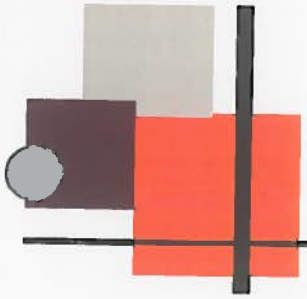

MSB GOVERNMENT SERVICES

At known, extended periods away from their desk, such as a lunch break, employees are expected to place sensitive working papers in drawers.

At the end of the working day, employees are expected to tidy their desk and to put away all office papers. This includes any Company sensitive paperwork such as office papers that contain any financial information, employee information, defendant/debtor name, address, telephone number, credit card number, checking or share account number, social security numbers, account numbers or reference numbers. This is inclusive of printed documents, handwritten information and Post-It-Notes.

Any sensitive documentation that contains the above information should be either placed in the shredding bins to ensure they are properly disposed of or secured as appropriate.

The opening and closing Supervisor or Manager for the Department will walk around the desks in their area at the start and close of each shift. Any desk that is not in conformance with the above will be noted and corrective action taken with that employee/agent up to and including termination of employment.

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All paper placed in the locked shredding bins are shredded onsite by a third party vendor.

7.5 Describe the offeror's computer network backup capabilities and provide a copy of the offeror's disaster recovery plan.

Back-up Capabilities

Backups are performed nightly to an EMC Avamar VTL system that is replicated to a larger grid in New Jersey. MSB is able to instantly restore any file that has become corrupt, damaged, deleted or otherwise rendered unusable. The entire CRS server is backed up on a nightly basis, 7 nights a week, on the Avamar and is replicated off-site. All call recordings are maintained for a minimum of two years but can be maintained for 36 months as required by the RFP.

MSB GOVERNMENT SERVICES

Disaster Recovery Plan

MSB maintains a comprehensive disaster recovery plan. Highlighted in this plan include data backups and server availability. Tape backups of all corporate data are performed on a daily basis and are shipped weekly to Iron Mountain for secure offsite data storage. Server availability is maintained by providing redundant servers for the company's most critical application. Through a 15-member peer group of which we are a member, reciprocal recovery efforts are guaranteed in the event there is a loss due to fire or an act of God. MSB maintains an Agility partnered solution for a **fully operational collection center within 48 hours of a natural disaster**. A copy of this recent partnership is included as **Exhibit B**, along with other current press releases, and a detailed disaster recovery plan is available for your review upon request.

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MSB GOVERNMENT SERVICES

8.0 Fee Structure

8.1 Submit a statement committing to limit the charge for those cases for which the collection fee may legally be added under Article 103.0031 of the Code of Criminal Procedure to the statutory limit on the collection fee (currently 30%).

MSB will limit the charge for cases for which a collection fee may legally be added to the statutory limit on the collection fee.

8.2 Submit a commitment from the offeror to limit the collection fee charged to the amount allowed by the law applicable at the time of collection.

MSB commits to limit the collection fee charged to the amount allowed by law.

8.3 If County refers cases that are not eligible to have a collection fee added to the outstanding balance, provide the offeror's requested collection fee, if any. The offeror should determine its proposed collection fee based on applying it to the outstanding fine portion of the balance only, even though the offeror must collect the entire fine and fee balance.

MSB will continue to honor our current fee structure of 0% for cases that are not eligible to have a collection fee added to the outstanding balance.

8.4 NO fee will be payable for cases for which the Code of Criminal Procedure does not provide a fee.

MSB has read, understand and will comply with this requirement.

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MSB GOVERNMENT SERVICES

Services	Cost to the County
Online Access to Cases	No Additional Cost
Bilingual Collection Notices and Staff	No Additional Cost
Letter Creation and Distribution	No Additional Cost
Background Checks /Fingerprint Scans for All Current and Future MSB Employees	No Additional Cost
Record and Store All Calls for a Minimum of Two Years	No Additional Cost
National Skip Tracing Services	No Additional Cost
Toll-Free Telephone Number for Defendants	No Additional Cost
Independent Security Audit	No Additional Cost
Electronic Interface	No Additional Cost

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Start-up Incentive

MSB will rebate 10% of our commission earned in the first 100 days from contract execution.

MSB GOVERNMENT SERVICES

Netback to the County

In a competitive contract with two other collection agencies, MSB has a higher collection fee but **achieves a higher recovery rate**. The following tables illustrate how MSB provides a greater netback to this client regardless of the higher fee: *(Netback is total dollars received by the client after the vendor has been paid.)*

Vendor	Fee	Netback to Client	MSB's % Higher Return to Client than Competitor
MSB	**22.54%**	**$348,231.00**	
Vendor A	15%	$130,301.00	**167.3%**
Vendor B	12.89%	$186,783.00	**86.4%**

Vendor	Fee*	Netback to Client	MSB's % Higher Return to Client than Competitor
MSB	**14.8%**	**$484,487.00**	
Vendor A	13.7%	$103,310.00	**369.0%**
Vendor B	12.89%	$69,843.00	**593.7%**

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The lowest bidder/commission fee does not produce the best results. Higher commission fees can result in more collection efforts including additional letters, calls and skip tracing. ***MSB returns hundreds of thousands in additional revenue to our client on this contract.*** *The average dollar amount of cases submitted by this client is $650.

ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract?

   ____YES _X__NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

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7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

[X] The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

[ ] The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

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Name of Contractor	Vendor I.D. or Social Security No.
Gila LLC d/b/a Municipal Services Bureau	74-2605908
	3/4/2014 Bruce Cummings, CEO
Signature of Authorized Representative	Date Printed/Typed Name & Title of Authorized Representative

RFS #1401-003-ML

ATTACHMENT 1

ETHICS AFFIDAVIT
STATE OF TEXAS
COUNTY OF TRAVIS

Date: 3/4/2014
Name of Affiant: Bruce Cummings
Title of Affiant: CEO
Business Name of Offeror: Gila LLC d/b/a Municipal Services Bureau (MSB)
County of Offeror: Travis
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Offeror has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Offeror is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Exhibit B.

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Signature of Affiant

8325 Tuscany Way
Austin, TX 78754
Address

SUBSCRIBED AND SWORN TO before me by Bruce Cummings on March 4, 2014.

Notary Public, State of Texas

DIANE CASTELAN
Notary Public, State of Texas
My Commission Expires
March 01, 2017

Typed or printed name of notary
Diane Castelan

My commission expires:
3/1/17

EXHIBIT A TO ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
April 2, 2014

Position Held	Name of Individual Holding Office/Position	Name of Business Individual Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gómez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Tax Assessor-Collector	Nelda Wells Spears	
Chief Deputy Tax Assessor-Collector	Dusty Knight	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety,	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mg't & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	

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Position Held	Name of Individual Holding Office/Position	Name of Business Individual Associated
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Justice of the Peace, Pct. 1	Judge Yvonne M. Williams	
Justice of the Peace, Pct. 2	Judge Glenn Bass	
Justice of the Peace, Pct. 3	Judge Susan Steeg	
Justice of the Peace, Pct. 4	Judge Raul Gonzalez	
Justice of the Peace, Pct. 5	Judge Herb Evans	
Purchasing Agent	Cyd V. Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	CW Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villarreal	
Purchasing Agent Assistant IV	Patrick Strittmatter	
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV	Scott Wilson, CPPB	
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV	Loren Breland, CPPB	
Purchasing Agent Assistant IV	Michael Long, CPPB	
Purchasing Agent Assistant IV	Rebecca Gardner	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Loren Breland	
Purchasing Agent Assistant IV	John E. Pena, CTPM	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Angel Gomez	
Purchasing Agent Assistant IV	Jesse Herrera, CTP, CTPM, CTCM	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM	
Purchasing Agent Assistant III	David Walch	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Sydney Ceder	
Purchasing Agent Assistant III	Ruena Victorino*	
Purchasing Agent Assistant III	Rachel Fishback*	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	L. Wade Laursen	
Purchasing Agent Assistant II	Sam Francis	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	

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HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Vacant
Justice of Peace Precinct 2	Joe Alvarado
Auditors Office	Beth Blankenship
Tax Office	Renea Deckard
Tax Office	Israel Osio
PBO	Alan Miller
PBO	Travis Gatlin

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14
Purchasing Business Analyst	Jennifer Francis	11/29/14
Attorney, Transactions Division	Jim Connolly	02/28/14
Executive Assistant	Barbara Smith	01/15/14

*** Identifies employees who have been in that position less than a year.**

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EXHIBIT B TO ATTACHMENT 1
DISCLOSURE

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Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following key contracting persons and warrants that these are the only such key contracting persons:

N/A

_____

_____

_____

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any key contracting person.

Collection Rate Summary: **Summary based on amount collected, referred amount, age of case and time needed to collect payment.**							
# Days from Offense Date to Referral Date to Contractor	**Days from the date the case is received by Contractor.**						
	0 – 60 Days	**0 - 120 Days**	**0 - 180 Days**	**0 - 365 Days**	**0 -730 Days**	**>730 Days**	**All Cases**
< 1 year	Amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative amount collected for cases in this category during this period divided by the referred balance amount for these cases	Cumulative Amount collected for cases in this category during this period divided by the referred balance amount for these cases
≥1 to <2 years	See above	See above	See above	See above	See above	See above	See above
≥2 to <3 years	See above	See above	See above	See above	See above	See above	See above
≥ 3 to < 5 years	See above	See above	See above	See above	See above	See above	See above
≥ 5 years	See above	See above	See above	See above	See above	See above	See above
All Cases	Total % collected within 0-60 Days	Total % collected within 120 Days	Total % collected within 180 Days	Total % collected within one year	Total % collected within two years	Total % collected within two years	Overall rate- Total collected divided by total referred balance

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Attachment A