



RESOLUTION No. 22-459

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND PROFESSIONAL CREDIT, FOR COUNTYWIDE DEBT COLLECTION SERVICES FOR VARIOUS COUNTY ACCOUNTS FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023 AND THE OPTION TO RENEW THE CONTRACT FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR PERIODS

WHEREAS, the County has operated a debt collection division to collect debts from issued parking tickets, code enforcement violations, health and human services repayments, victim restitution and a variety of other types of debt; and

WHEREAS, the Health and Human Services Agency in partnership with the CEO continues to evaluate alternative service delivery models to increase efficiency, reduce cost and address staff retirements; and

WHEREAS, the Agency enlisted the Purchasing Division to assist in the development of RFP No. 149465 for Countywide Debt Collection Services; and

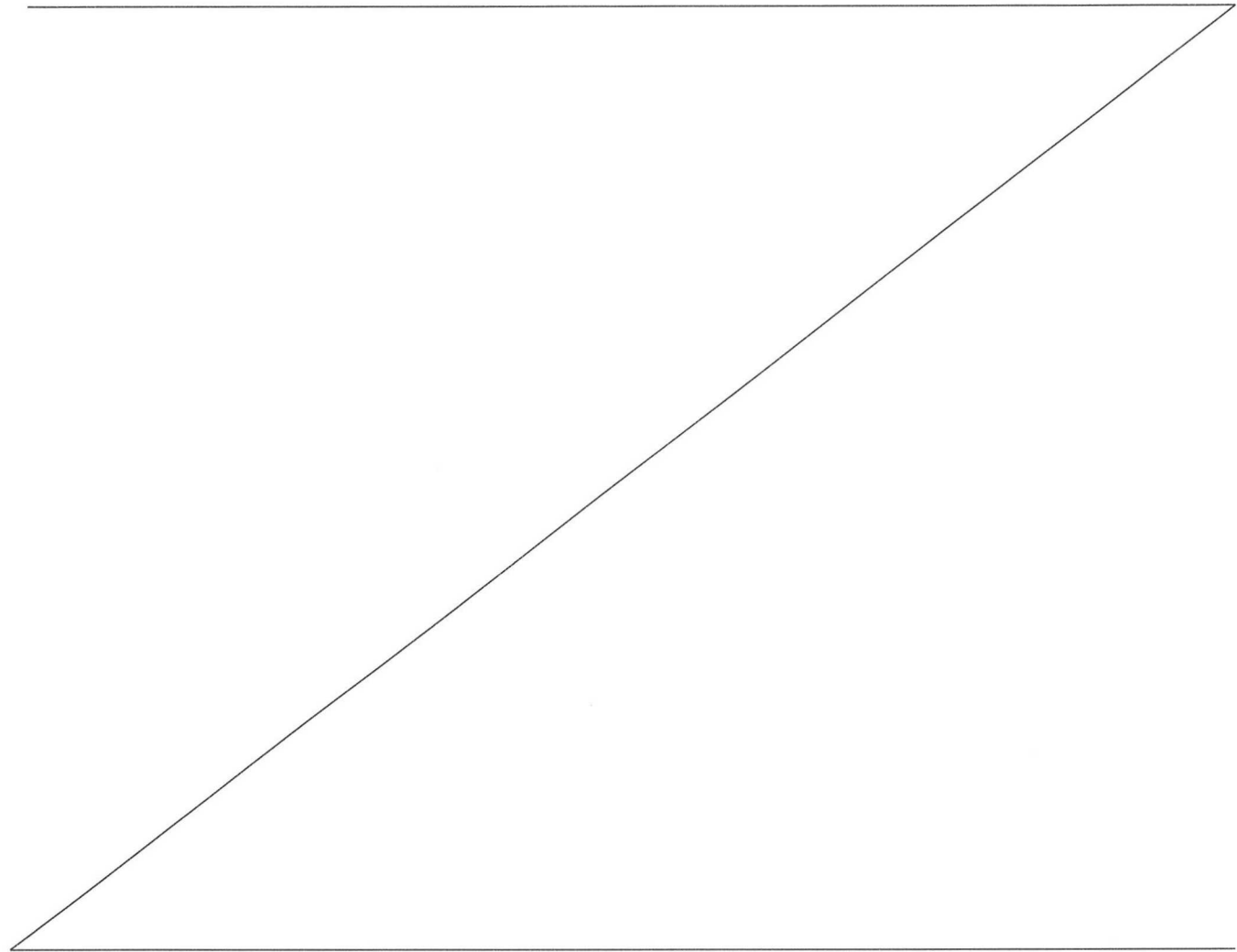
WHEREAS, the RFP was posted on the County's ePurchasing website inviting interested vendors to participate in responding to the solicitation. Notifications were emailed to over four hundred fifty firms. Thirty-five firms accessed the documents and proposals were received from eight firms; and

WHEREAS, an evaluation panel comprised of County staff from the Community Development Agency, Health and Human Services Agency and the Information and General Services Department evaluated and conducted interviews in accordance to the criteria published in the RFP; and

WHEREAS, Professional Credit of Vancouver, WA was determined to be the most qualified and top ranked firm for these services.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Nevada County Board of Supervisors:

1. Approves a contract for Countywide Debt Collection Services for an initial term beginning July 1, 2022 through June 30, 2023 be awarded to Professional Credit of Vancouver, WA.
2. Approves and the Board Chair is authorized to execute a contract on behalf of Nevada County with Professional Credit.
3. Authorizes future contract renewals up to two (2) additional one (1) year terms so long as the contract collection fees does not exceed a 5% increase.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of August, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller and Susan K. Hoek.

Noes: None.

Absent: Hardy Bullock.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

8/23/2022 cc: Purchasing*
AC*(hold)

8/30/2022 cc: Purchasing*
AC*(release)

Administering Agency: Nevada County – Countywide Services

Contract No. 22-459

Contract Description: **Professional Debt Collection Services for County Departments as needed**
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of August 23, 2022 by and between the County of Nevada, ("County"), and Professional Credit ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** Contractor shall be reimbursed for their services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The reimbursement amounts specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall remit all reimbursables for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **Commission based contract.**
3. **Term** This Contract shall commence on August 23, 2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2023. The County may renew this Contract with mutual agreement in writing by both parties for two (2) additional one (1) year terms.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **Limitation of Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all

books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

21. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may terminate this Contract without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract, exception for collection notes created by Contractor which are legally required to remain under Contractor's ownership and control
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

22. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County.

All

reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contactor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contactor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.'" Unless required by law, Contactor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contactor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

23. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
24. **Conflict of Interest** Contactor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contactor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
25. **Entirety of Contract** This Contract contains the entire Contract of County and Contactor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
26. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.
27. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
28. **Compliance with Applicable Laws** Contactor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
29. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
30. **Additional Contractor Responsibilities**
 - A. To the extent Contactor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contactor shall immediately notify County of any incident or condition

resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.

- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

31. **Use of Contract**

Contractor agrees to offer the services of this competitively solicited Contract to other member jurisdictions of Governments and schools. The pricing, terms and conditions of the final contract may be offered. The Contractor may directly notify any member jurisdiction of the availability of the contract. Offering to sell services as a result of this competitively awarded solicitation to other member jurisdictions is voluntary on the Contractor's part. A jurisdiction's participation in the contract is voluntary. Each participating jurisdiction has the option of executing a separate contract with the Contractor.

Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, may withdraw its extension of the award to that jurisdiction.

The jurisdiction(s) which awards the contract as a result of this competitively awarded solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction (Nevada County, CA) shall not be held liable.

Each jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the Contractor, arranging all services, reconciling discrepancies and invoices, and issuing payments.

32. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services

provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

33. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County-Information and General Services Department		Name of firm Professional Credit	
Address:	950 Maidu Ave. Ste#129	Address	400 International Way
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Springfield, OR 97477
Attn:	Elise Strickler	Attn:	Wade Isbell
Email: elise.stickler@co.nevada.ca.us		Email: wade@professionalcredit.com	
Phone:	530-265-1705	Phone:	541-335-2159

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 08/30/2022
Susan Hoek (Aug 30, 2022 09:41 PDT)

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: *Julie Patterson-Hunter* Date: 08/30/2022
Julie Patterson-Hunter (Aug 30, 2022 10:43 PDT)

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By: *K.L. Elliott* Date: 08/30/2022
K.L. Elliott (Aug 30, 2022 11:52 PDT)
Doug Johnson, Deputy County Counsel

CONTRACTOR: Professional Credit

By: *[Signature]* Date: 08/10/2022

Name: Jeff Johnson

* Title: Chief Client Officer

By: *Ginger Patmore* Date: 08/10/2022

Name: Ginger Patmore

* Title: Chief Financial Officer

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)
A-1-Contractor's Response to RFP
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)

EXHIBIT A

SCHEDULE OF SERVICES

Contractor shall provide professional debt collection services for payment of unpaid debts. Contractor shall deliver collection services for the below mentioned types of accounts in accordance to this Schedule of Services and as defined in Contractor's response to County RFP No. 149465 (Exhibit A-1):

- A. Sheriff Administration and Parking Violations from various Agencies including but not limited to CHP, Bureau of Land Management., Forest Service and State Parks.
- B. County Department Accounts including but not limited to: Community Development Agency (CDA), Health and Human Services Agency (HHSA), Library, Airport, Non-Sufficient Funds (NFS) Checks, and Risk Management
- C. Court debt accounts including but not limited to: Victim Restitution, District Attorney, Nevada County Probation, and Nevada County Superior Court

1. The Contractor shall deliver the following services in alignment with the contracted account types:

- 1.1 The Contractor shall have the complete and exclusive right to collect upon the assigned accounts. The County reserves the right and authority to withdraw or cancel accounts upon discovery of invoicing disputes, any legal restrictions to collect upon said accounts, or upon termination of this contract.
- 1.2 The contractor shall comply with all provisions of Federal Public Law 95-109 title "Fair Debt Collection Practice Act" as amended, as well as the Rosenthal Fair Debt Collection Practices Act (Civil Code Section 1788 et seq.), and with all other federal, state or local laws, rules and regulations that may apply.
- 1.3 The Contractor will submit to the County its policy on the Contractor's debt collection procedures. This policy will include but is not limited to, the acceptance of checks, the acceptance of checks which are returned from a bank as unpaid and insufficient funds, accounts closed, skip tracing and credit checks.
- 1.4 The Contractor shall submit detailed monthly reports for all services being rendered, to include a minimum:
 - Identification of the debtor making the payment,
 - The County's account number,
 - The total amount paid on the debtor's account,
 - The County's payment,
 - The Contractor's fee, and
 - The remaining principle balances.
- 1.5 Any payment received directly by the County upon an account assigned to the Contractor will be wholly forwarded to the Contractor as though the payment was made directly to the Contractor.
- 1.6 The Contractor shall maintain and keep all reports and records necessary to comply with any Federal, State, or Local Law.

2. County shall provide support for these services as follows:

- 2.1 The County will assign delinquent accounts to the Contractor for collection. The Contractor will acknowledge receipt of all forwarded accounts within forty-eight (48) hours of receipt of forwarded accounts and will use all legal means to effect collection of such accounts.
- 2.2 The County will forward to the Contractor the delinquent account information with any other information regarding the debtor, in report format, via mail or electronic batch file. The Contractor will forward information to the County using the same agreed upon transaction method.

- 2.3 As needed throughout the term of the Contract County shall provide at minimum quarterly meetings with the Contractor and Department Liaisons
- 2.4 County will provide the Contractor with a list of County department contact information, which may be updated from time to time.

3. Specific Requirements Per Account Types:

3.1 Sheriff Administration and Parking Violation Accounts

- Provide administrative services for the processing and collection of civil parking violations in coordination with the Nevada County Sheriff's Office
- Provide administrative services for the processing and collection of civil parking violations cited to County local ordinances by State Peace Officers including the California Highway Patrol
- Comply with agreed upon fees schedule for each agency

3.2 County Department Accounts

- Community Development Agency Accounts
 - Collection types include but are not limited to code and cannabis compliance citations, abatement costs, hazardous waste, hazardous vegetation citations, and weights and measures fees.
 - Accounts greater than one year from the citation date with no payments or defaulted payment plans may be pulled back annually at the end of March to be placed on county tax roll.
 - Compensation for collections services shall be based on a percentage of the total collection for the account and not a flat fee.
- Health and Human Services, Library, Airport, Risk Management, NSF Checks, and Miscellaneous
 - Accept referrals from multiple County Departments
 - Provide administrative services for processing and collection of debt owed to County Departments in accordance with federal, state, and local ordinances

3.3 Court Debt Accounts

- Victim Restitution Accounts
 - Process referrals on behalf of the District Attorney, Nevada County Probation, and the Nevada County Superior Court.
 - Comply with local, state, and federal regulations pertaining to the collection and distribution or victim restitution monies. Provide a Victim Restitution collection report to the Contract administrator as requested or at minimum of monthly.
 - Ensure all court ordered Victim Restitution is reported to the Contract Administrator as requested or at minimum of annually. .
 - Victim Restitution is limited to the rate set by PC 1203.1. This rate is currently set at a 15% charge to cover actual administrative costs associated with the collection of the account. Should that rate reduce or be set aside, the County will compensate the collector at a rate to total 15%.
- District Attorney Discovery Fees and Differed Entry of Judgement Fees
 - Accept referrals from Nevada County Superior Court and the District Attorney's Office
 - Provide administrative services for processing and collection of debt owed to Departments in accordance with federal, state, and local ordinances

- 4. Additional Services:** Additional services may include (but not limited to) pursuing legal action such as small claims and issuance of property liens. Should the county request these types of additional services, Contractor shall be compensated at a commission rate of 25% if debt is collected.

5. **Franchise Tax Board:** Contractor may route debt collections to the Franchise Tax Board as needed for certain types of debt. Debt collections routed to the Franchise Tax Board for collections shall be invoiced back to the County at the commission percentages described in Exhibit B. Details of Franchise Tax Board collection efforts must be included in monthly collections allocation report as defined in Exhibit B (section

6. **Customer Support**

- 6.1 Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.
- 6.2 Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need to Dustin Griffin by telephone (360-567-3591) , or electronic mail(Email address dustin@professionalcredit.com .)
- 6.3 All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.
- 6.4 Telephone Support includes: Contractor shall provide a toll-free maintenance telephone number.
- 6.5 Contractor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays.

7. **County Contact /Company Representative**

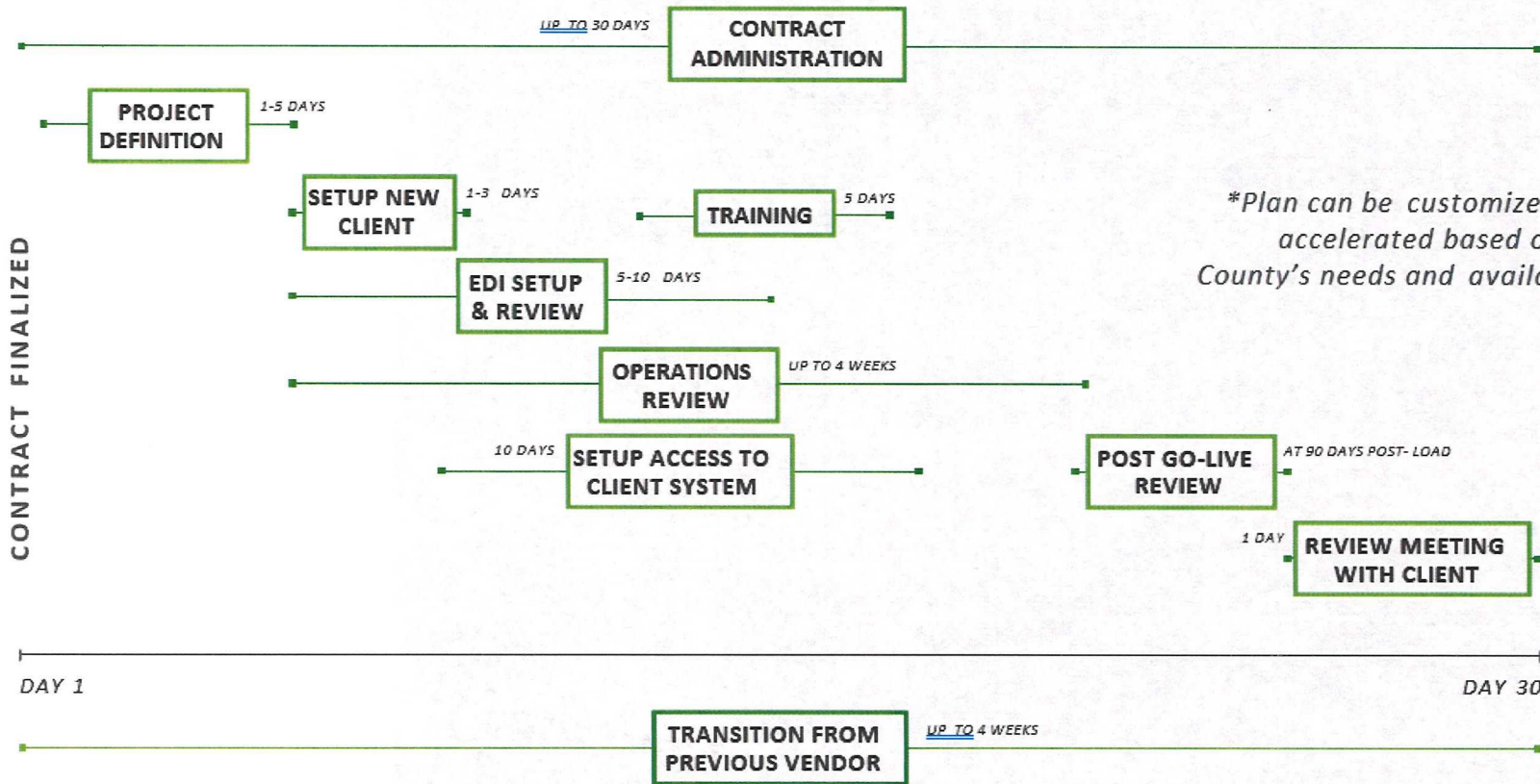
- 7.1 The County designates **Elise Strickler**, Chief Fiscal Administrative Officer – Information and General Services, as the County Contact and Contract Administrator for this Contract. The County will provide written notice to Contractor should there be a subsequent County Contact change. The County Contact will be Contractor’s principal point of contact at the County regarding any matters relating to this Contract. Contract Administrator will provide all general direction to Contractor regarding Contract performance and will provide guidance regarding the County’s goals and policies. The County Contact may be authorized to waive or modify any material scope of work changes or terms of the Contract.
- 7.2 Contractor designates **Jeff Johnson**, Chief Client Officer as the Contractor Representative for this Contract. Contractor will provide written notice to the County should there be a subsequent Contractor Representative change. The County has the right to assume that Contractor Representative has full authority to act for the Contractor on all matters arising under or relating to this Contract.

8. Implementation and training:

Contractor will ensure a smooth transition and implementation from current County process to Contractor managed. The below depiction highlights each step in the process and services that are included for each step during implementation and roll-out.



30-Day Implementation Plan: Nevada County *Timeline**



9. Project Personnel

- a. Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Agreement. If, during the course of the implementation of this Agreement, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify County in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

Project Manager

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

Business Analysts

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

Implementation Engineers

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team

- b. Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and County personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.
- c. Contractor Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the County's Project Manager to ensure that the County's team is available for planned activities.
- d. County will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Agreement, it becomes necessary for the County to change the person assigned as County's Project Manager, County will notify Contractor in writing.
- e. Contractor's Project Manager shall deliver to County's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and Deliverables as described herein. Each report must contain a description of the current status of the project, the Tasks on which time was spent, the estimated progress to be made in the next reporting period and the problems encountered, the proposed solutions to them and their effect, if any, on the project schedule.
- f. Contractor will solicit and consider input from County prior to substitution of those individuals performing Key Roles as identified herein. Contractor further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally assigned and that County's concurrence with a substitution will not be construed as an acceptance of the substitution's performance

potential. The personnel furnished must have the knowledge necessary to complete requirements as defined in this Agreement.

- g.** Upon request by County, Contractor shall give reasonable consideration to replacing any Contractor personnel who County determines to be unable to perform the responsibilities of the contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.

10. County Responsibilities

- a.** The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Conversion Services. County's Project Manager will be available to Contractor Project Manager as needed to enable Data Conversion Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Conversion Services as reasonable requested by Contractor's Project Manager.
- b.** The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.
- c.** County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.
- d.** County will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.
- e.** The County is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist County in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.
- f.** The County will provide timely access to its office facilities for Contractor personnel as needed during County's regular business hours (Monday through Friday, 8am to 5pm) for the duration of the project. After-hours access can be arranged in advance with the County Project Manager. The facilities to be provided shall include work areas, desks and chairs, telephones and wireless access, and access to copier and fax machines.
- g.** The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.
- h.** The County shall be responsible for participating in the Product Overview sessions; Contractor-led "Train-the-Trainer" sessions; identifying County subject matter experts responsible for defining and documenting the County business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the County offices prior to system deployment.
- i.** The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.

11. Data Conversion Development and Test

The development and testing of data conversion programs and files primarily consist of two parallel efforts:

- j.** County will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.
- k.** Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor's discretion at the then-current time and materials rate.
- l.** Contractor and the County will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

EXHIBIT A-1

CONTRACTORS RESPONSE TO RFP

Easier for Clients. Easier for Consumers. Better Value.



Professional Credit

Proposal For:

Professional Debt Collection Services

County of Nevada, CA

Attn: Desiree Belding

desiree.belding@co.nevada.ca.us

Presented By:

Rob Nestell

Southwestern Territory Manager

rob@professionalcredit.com

P: (541) 335-2204

C: (541) 915-1762

RFP # 149465





Cover Letter	3
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Dear Ms. Belding and Nevada County evaluation committee members,

The team at Professional Credit appreciates the opportunity to submit this proposal to Nevada County, CA in response to **RFP 149465 for Professional Debt Collecting Services**. We understand how unpaid accounts are an obstacle hindering the ability to provide valuable support to the Nevada County community. In order to effectively recover unpaid accounts and balance the County's budget, it is essential to partner with a reliable collection agency who best addresses your needs and maintains your reputation by carefully considering consumers' rights, modern communication methods, and the latest behavioral and data science analysis, all while ensuring empathetic and responsive customer service. In addition, partnering with an agency large enough to leverage the latest technology yet small enough to know each client personally, simplifies and streamlines the entire process for both the County and its consumers. We believe we are that agency.

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

- We currently collect for over 950 state, county, municipal, healthcare, and business clients, utilizing our **89 years of experience** in collecting for government entities.
- Strong and **established relationships** with similar clients such as the Counties of Contra Costa in California, King County in Washington, and Washington County in Oregon.
- Dedicated **Behavioral and Data Science teams** that, with the help of speech analytics technology, constantly monitor agent and consumer behaviors for opportunities to improve collection processes and consumer interactions.
- Our Consumer Help Desk, led by Wade Isbell, J.D., responds to 100% of consumer complaints/disputes; we are **99.99% complaint free**—that's only one complaint in 17,000 contacts.
- Bilingual Spanish-speaking staff, Spanish language payment tutorial videos, and real-time translation services with access to **230+ languages** are available.
- We emphasize rigorous regulatory and data security compliance, with multiple independent audits and certifications to prove it, including ISO/IEC 27002, **SSAE 10 SOC 2 Type II certification**, the gold standard in data security.
- PPMS® Certification from ACA International, now known as Blueprint Quality Management System™ certification. **Only 7% of agencies** in the U.S. obtain this distinction.
- We use 20+ data vendors who have access to countless databases, which better enables us to find consumer information and resolve accounts.



Authorized to contractually bind the bid:
 Jeffrey Johnson,
 Chief Client Officer
 541-335-2207
 jeff@professionalcredit.com



Primary Contact
 Rob Nestell
 Southwestern Territory Manager
 541-335-2204
 rob@professionalcredit.com

It is our honor to share the details of Professional Credit's unique methodologies and value with Nevada County. We thank all participating members of the review team for their consideration.

Sincerely,

Jeffrey Johnson
 Chief Client Officer



12204 SE Mill Plain Blvd.
 Vancouver, WA 98684
 P: 888.888.1992
 F. 503.296.2830

Professional has **89 years** of success collecting for government, utilities, and healthcare. Second generation owner and CEO Joseph (Joe) Hawes understands the importance of partnering with government clients to achieve high liquidity rates while respecting consumers. In his nearly 30 years with Professional, Joe has positioned the company as an industry leader in government collections. Since purchasing Professional in 2000, Joe built a small collections operation into a major agency with over **160 employees and over 950 clients**.

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



Joe Hawes
CEO



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

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

Combining our emphasis on ethics and evidenced-based practices, Professional is unique in our industry, allowing us to provide **better value** for our clients and their consumers.



Easier Collections for Clients and Consumers

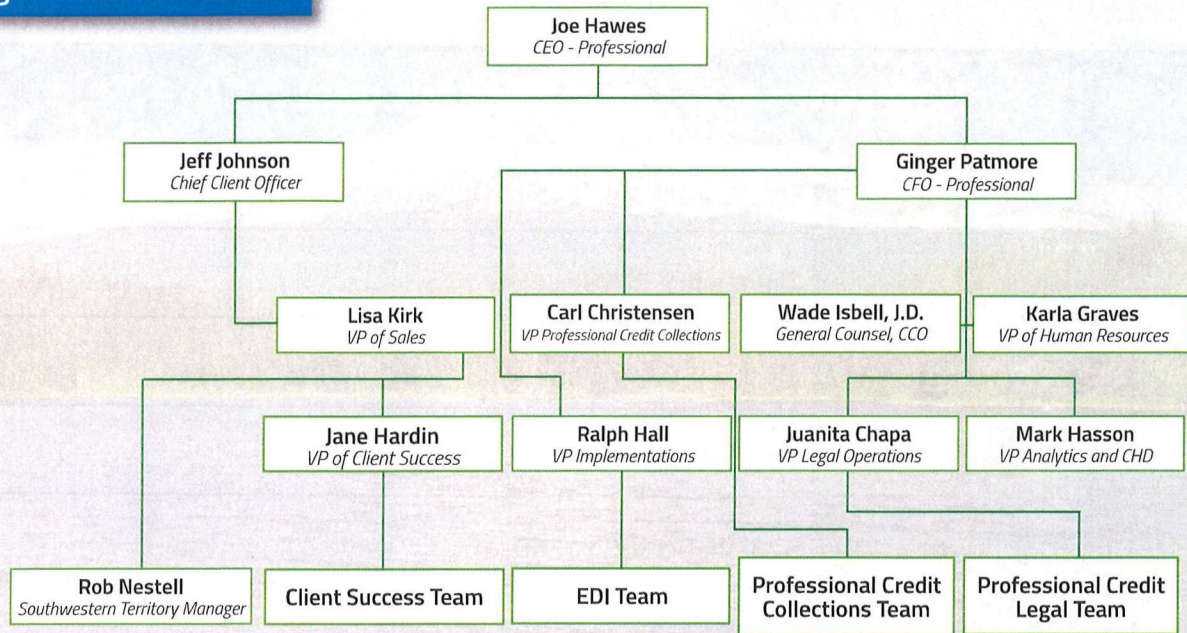
Core Values

- Continuous Improvement*
- Dependability*
- Treating Others with Dignity and Respect*

Mission

"To positively transform the account receivable industry."

Organizational Chart



Professional Credit’s team of behavioral scientists, legal experts, data analysts, customer service specialist, and IT professionals will be responsible for 100% of the County’s accounts. Professional staffs over 150 employees and has retained a similar level of employees for the past five years, adapting and deploying our team remotely during the Covid-19 pandemic. The County can rest assured Professional has the expertise and staffing to ensure the highest recovery possible.



Professional Credit Employees at Leadership U Training Event (Pre-Pandemic)

Reference #1 : Contra Costa County, CA

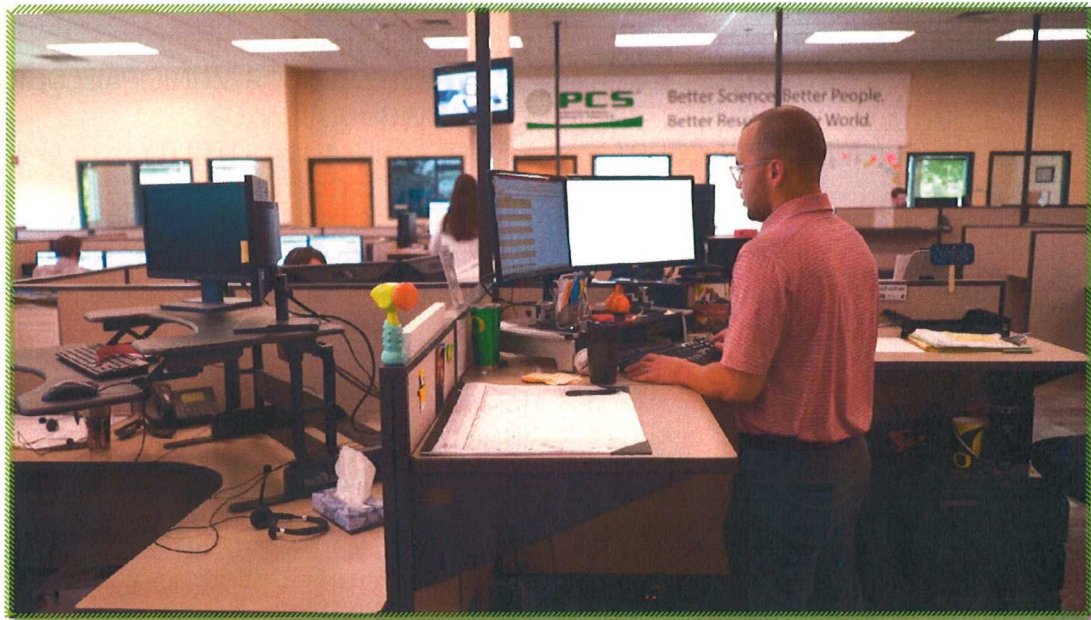
DESCRIPTION OF ENGAGEMENT	EMS Collections for Fire Department
DURATION	Client since 2018
CONTACT PERSON/TITLE	Jackie Lorrekovich, <i>Chief of Administrative Services</i>
ANNUAL LISTINGS	\$36,000,000
TELEPHONE NUMBER	925-941-3300 x1300
EMAIL ADDRESS	jackie.lorrekovich@cccfd.org

Reference #2 : King County, WA

DESCRIPTION OF ENGAGEMENT	Collect for over 50 county departments, including courts, and over \$100 million in referrals in the Seattle Metro Area
DURATION	Client since 2010
CONTACT PERSON/TITLE	Michael Bacnis, <i>Accounts Receivable Supervisor</i>
ANNUAL LISTINGS	Over \$100,000,000
TELEPHONE NUMBER	206-263-9269
EMAIL ADDRESS	michael.bacnis@kingcounty.gov

Reference #3 : Washington County, OR

DESCRIPTION OF ENGAGEMENT	Collections for Justice Court, Community Corrections, Parking Citations, and Misc. A/R
DURATION	Client since 2016
CONTACT PERSON/TITLE	Amanda Bewersdorff, <i>Senior Management Analyst</i>
ANNUAL LISTINGS	\$3,500,000
TELEPHONE NUMBER	503-846-8812
EMAIL ADDRESS	amanda_bewersdorff@co.washington.or.us



Government Clients from the Past Five (5) Years

Professional will provide upon request a selected list of government clients including the following: average monthly inventory of accounts, average number of accounts per collection, average monthly collections, types of accounts, average age of accounts, by first and second placement, dates of service and name telephone number, fax number, and email address of reference contact person. Below is a list of our government clients from the past five (5) years.

CITY OF ANAHEIM, CA	CITY OF REDLANDS, OR
CITY OF ASHLAND, OR MUNICIPAL COURT	CITY OF ROSEBURG, OR
CITY OF AUMSVILLE, OR MUNICIPAL	CITY OF SALEM, OR
CITY OF BEND, OR	CITY OF SANDY, OR
CITY OF BEVERLY HILLS, CA	CITY OF SANTA FE SPRINGS, CA
CITY OF BURBANK, CA	CITY OF SHOW LOW, AZ
CITY OF CHICO, CA	CITY OF SILVERTON, OR
CITY OF CHINO HILLS, CA	CITY OF STAYTON, OR MUNICIPAL COURT
CITY OF COBURG, OR	CITY OF SUTHERLIN, OR
CITY OF CORONA, CA	CITY OF TACOMA, WA
CITY OF COSTA MESA, CA	CITY OF TIGARD, OR
CITY OF COTTAGE GROVE, OR	CITY OF TUCSON, AZ
CITY OF CRESWELL, OR	CITY OF TURNER, OR
CITY OF DALLAS, OR	CITY OF VANCOUVER, WA
CITY OF EUGENE, OR	CITY OF VICTORVILLE, CA
CITY OF EUGENE PLANNING AND DEVEL	CITY OF WILSONVILLE, OR
CITY OF GARDEN GROVE, CA	CITY OF WINSLOW, AZ
CITY OF GLENDALE, CA	CITY OF WINSTON, OR MUNICIPAL COURT
CITY OF HUBBARD COURT	CITY OF WOODBURN, OR
CITY OF INDEPENDENCE, OR MUNICIPAL COURT	CITY OF YAKIMA, WA - UTILITY
CITY OF JOSEPH, OR	CLACKAMAS COUNTY, OR
CITY OF KIRKLAND, WA	CLACKAMAS COUNTY, OR DTD
CITY OF LINCOLN, OR	CONSTRUCTION CONTRACTORS BOARD, OR
CITY OF LOWELL, OR	COUNTY OF MERCED, CA
CITY OF MEDFORD, OR MUNICIPAL COURT	EUGENE, OR MUNICIPAL COURT
CITY OF MODESTO, CA	HOME FORWARD, OR
CITY OF MONMOUTH, OR	JACKSON COUNTY, OR PAROLE & PROBATION
CITY OF MONROE, OR	JUNCTION CITY, OR MUNICIPAL COURT
CITY OF MYRTLE CREEK, OR	KING COUNTY, WA
CITY OF NEWPORT BEACH, CA	KING COUNTY, WA DISTRICT COURT
CITY OF PHILOMATH, OR	KING COUNTY, WA INTL AIRPORT BOEING
CITY OF POMONA, CA	KLAMATH COUNTY, OR SCHOOL DISTRICT
CITY OF PORTLAND, OR - CITY ATTORNEY	LANCASTER COUNTY, PA
CITY OF PORTLAND, OR OMF	LANE COUNTY, OR HOUSING AUTHORITY
CITY OF PORTLAND, OR PB	LANE COUNTY, OR JUSTICE COURTS
CITY OF PORTLAND, OR RBJ	LANE COUNTY, OR PAROLE AND PROBATION

MARION COUNTY, OR
 MASON COUNTY, WA PUBLIC WORKS
 MUNICIPALITY OF ANCHORAGE, AK
 NORTHWEST FIRE DISTRICT, AZ
 OR BOARD OF ACCOUNTANCY
 OR BOARD OF LICENSED PROFESSIONAL COUNSELORS A
 OREGON DCBS - DFR
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF ENERGY
 OREGON DEPARTMENT OF FISH & WILDLIFE
 OREGON DEPARTMENT OF JUSTICE
 OREGON DEPT OF CORRECTIONS
 OREGON DEPT. OF AGRICULTURE
 OREGON DEPT. OF HUMAN SERVICES
 OREGON DEPT. OF REVENUE
 OREGON DEPT. OF TRANSPORTATION
 OREGON EMPLOYMENT DEPARTMENT
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LOTTERY
 OREGON MEDICAL BOARD
 OREGON PARKS & RECREATION
 OREGON PERS

OREGON PUBLIC UTILITY COMMISSION
 OREGON REAL ESTATE AGENCY
 OREGON STATE POLICE
 OREGON WATER RESOURCES DEPT.
 OREGON YOUTH AUTHORITY
 PINAL COUNTY, AZ
 SEATTLE, WA PUBLIC SCHOOLS
 SECRETARY OF STATE, OR
 SHERIDAN ALLPREP ACADEMY, OR
 SNOHOMISH, WA SCHOOL DISTRICT
 SPRINGFIELD, OR MUNICIPAL COURT
 SPRINGFIELD/OAKRIDGE/LANE RURAL AMBULANCE
 STATE OF MONTANA, DEPARTMENT OF REVENUE
 STATE OF OREGON (CORP TRUST C)
 STATE OF UTAH
 STATE OF UTAH TAX DEPT.
 STATE OF WASHINGTON-ADMIN OFC OF THE COURTS
 SWEET HOME MUNICIPAL COURT, OR
 TRIMET, OR
 UTAH STATE TAX COMMISSION
 VANCOUVER, WA HOUSING AUTHORITY
 WASHINGTON COUNTY, OR



Our team at the United Way Day of Caring (Pre-Pandemic)

On the next few pages, the County will see not only our custom Implementation plan for the County but also our industry-recognized and awarded four-step collections process, aimed to maximize recovery.

Implementation

Below the County will find a customized task list for the first 30 days, our timeline follows on the next page. Our VP of Implementations, twenty-year A/R veteran Ralph Hall, will lead the initiative with his team.

Nevada County Customized Implementation Task List

CONTRACT ADMINISTRATION

- Review Contract Terms & Conditions
- Compliance and Legal Review
- Obtain License and Insurance as Necessary
- Contract & Purchase Order Received
- Collect Copies of Client's Standard Contracts & Supporting Documentation
- Complete "New Client Setup" Form
- Develop Initial Project Plan
- Establish Anticipated Project Start Date

PROJECT DEFINITION

- Implementation Kickoff Meeting
- Solidify Understanding of Client Expectations:
- Accounting (Determine Trust Frequency, Complete ACH Form, Etc.)
- Operations (Legal, Settlement Rules, Bankruptcy, Probate, Etc.)
- All other rules and expectations
- Schedule Weekly Progress Meetings
- Setup Reporting Requirements
- Review Completed Project Plan

SETUP NEW CLIENT

- Create/Review Client Profile(s)
- Identify Key Client Contacts
- Setup & Train Client on Client Tools

EDI SETUP & REVIEW

- Determine and Setup File Transfer Method (typically SFTP)
- Review "From-Client" File Specifications & Sample Files
- Setup File Mapping
- Testing & Final Mapping Review
- Review "To-Client" file requirements
- Setup file layout
- Produce & Submit Test Files

TRAINING

- Determine Training Needs
- Schedule & Complete Training
- Schedule On-Going Training as Needed

OPERATIONS REVIEW

- Conduct Internal Operation Review Meetings
- Determine & Assign Operations Staff
- Determine & Assign Client Success Staff
- Review Standard Letters
- Setup Custom Letters as required
- Evaluate additional personnel resources & work with HR on recruiting/hiring/training
- Forecast Projected Recovery

SETUP PROFESSIONAL ACCESS TO CLIENT SYSTEM

- User Setup
- User Training

TRANSITION FROM PREVIOUS VENDOR (if required)

- Client to Determine Tasks

POST GO-LIVE REVIEW

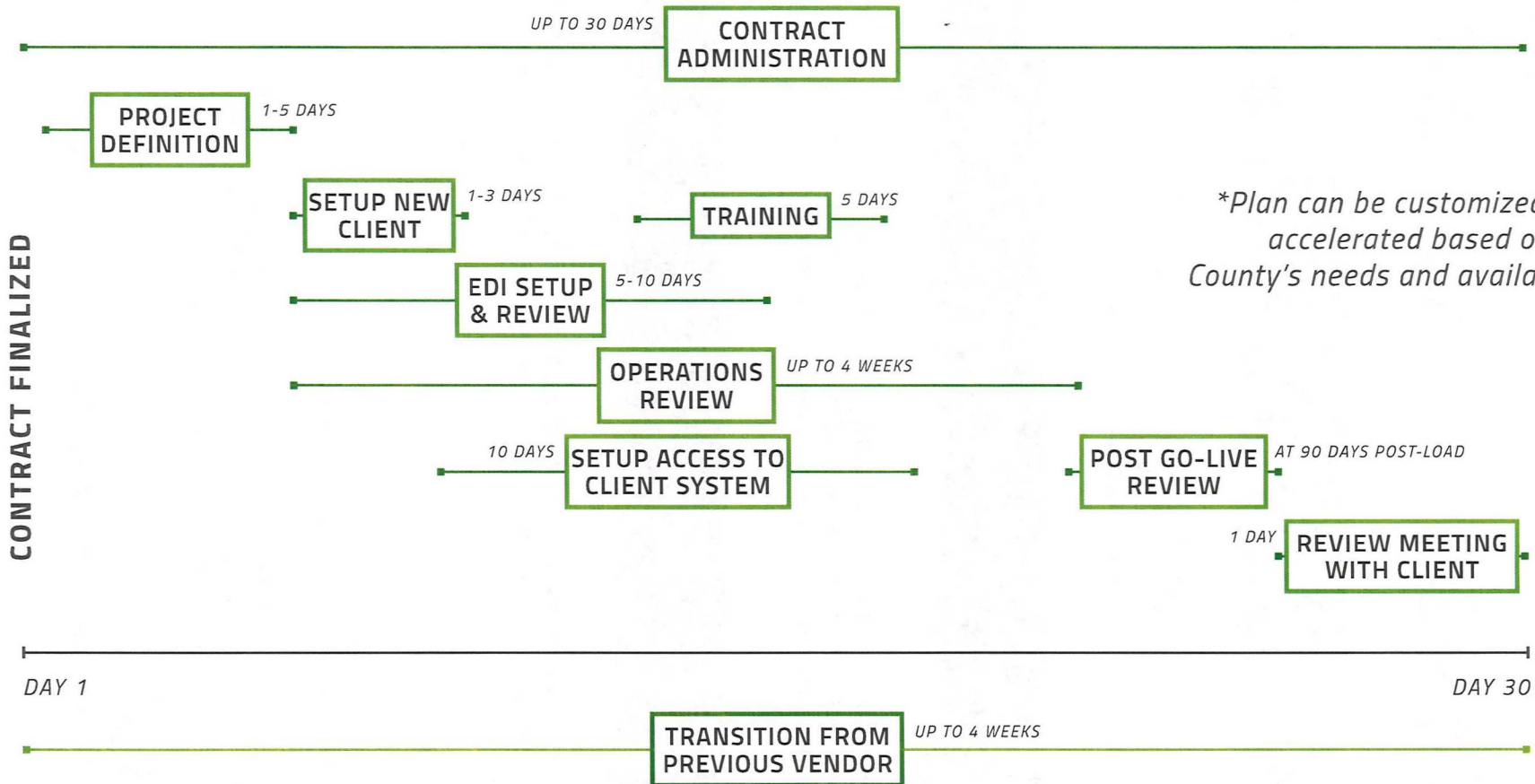
- Go-Live Review (at first load)
- Initial Review (3 days post-load)
- 30 day Review (30 days post-load)
- 60 day review (60 days post-load)
- 90 day review (90 days post-load)

REVIEW MEETING WITH CLIENT

- Client Satisfaction Survey

30-Day Implementation Plan: Nevada County *Timeline**

TAB C



**Plan can be customized and accelerated based on the County's needs and availability*

Detailed Description and Schedule of Professional's Approach

1 New Account Reception and Preparation

The County sends new business files and we immediately process them. Upon account load, the County receives an acknowledgment report and we automatically conduct "scrub checks" on consumer accounts to check for bankruptcy filings and deceased consumers.

2 Initial Collections Activity

We begin the collection campaign by sending notifications and calling consumers. All accounts will receive several communications via text, email, and phone, and automatic processing in our proprietary skip-tracing system if consumer information is missing or incorrect.

3 Advanced Collections Activity

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

4 Legal Collections Activity

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



1

New Account Reception and Preparation

Send Accounts in Any Convenient Format

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

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

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

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

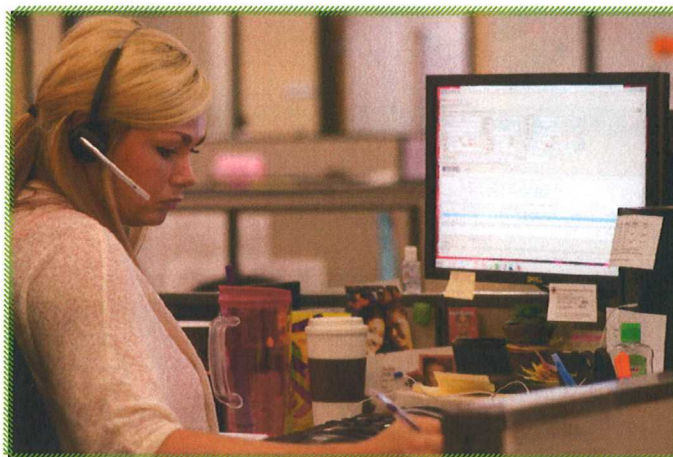
Timely Acknowledgment That We Have Received Accounts

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

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

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

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



1

Continued...

We Screen New Accounts for Bankruptcy Filings and Deceased Consumers

Our compliance record illustrates our commitment to respectful, empathetic service. We are 99.99% complaint free—only one complaint in over 17,000 contacts.

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

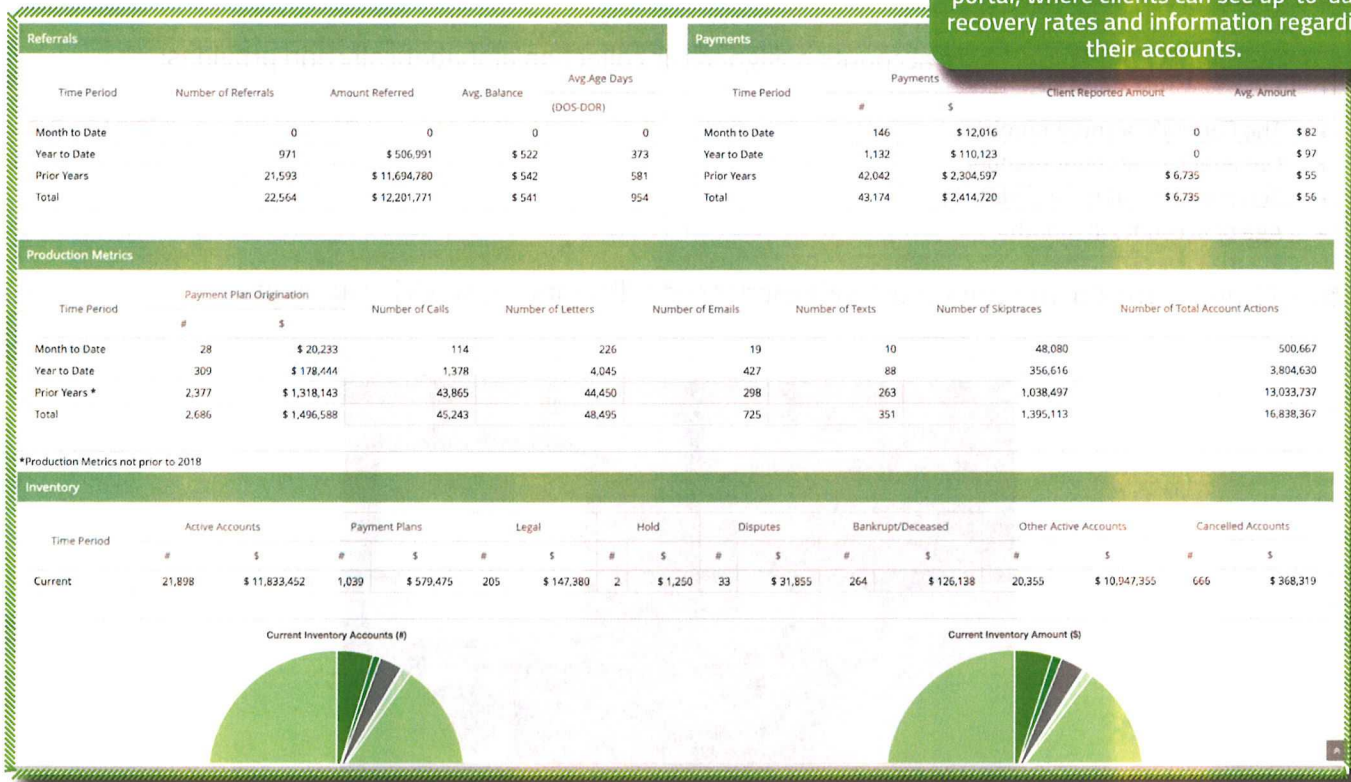
- Check for bankruptcies on a daily basis for accounts in a legal status.
- Review the Social Security Administration's weekly report for deceased consumers.

Through this "scrub check," we:

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

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

A screenshot of our Client Tools Performance Dashboard, part of our online portal, where clients can see up-to-date recovery rates and information regarding their accounts.



2

Initial Collections Activity

We Immediately Begin the Collection Process on Accounts

We will be both thorough and speedy in recovering revenue. We begin **Phase 2: Initial Collections Activity** within 72 hours after accounts load.

During Initial Collections Activity, we make multiple omni-channel contact attempts and appropriately validate the account based on city, state, and federal fair debt collection practices. Our agency's communications are designed and scripted by our Behavioral Science Team and clearly explain the account's delinquent status. Written notifications include:

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

Additionally, to maximize the effectiveness of our initial communications, we:

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

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

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

Our Problem-Solving Collectors Are Here to Help Consumers

When consumers answer, collectors:

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



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

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

3

Advanced Collections Activity

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

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

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

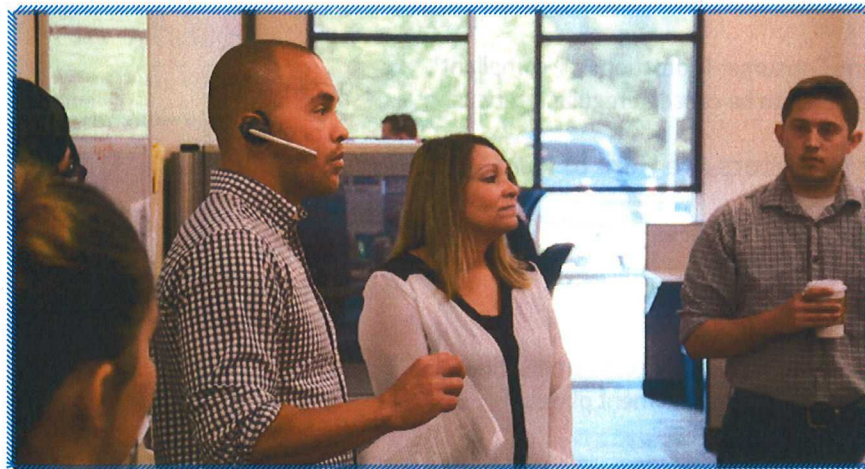
Our collectors:

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

We use a Non-FCRA score on 100% of our accounts. It's a purchased probability to pay score applicable to all consumers and does not use credit bureau data.

Our Data Analytics Team allow us to specialize in collecting utility accounts by:

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



"Daily Huddles" are a time to review regulatory changes and discuss process improvements. (Since the Covid-19 pandemic, these have moved to virtual huddles.)

3

Advanced Collections Activity

Our Agency Personalizes Collections Efforts to Liquidate Difficult Accounts

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

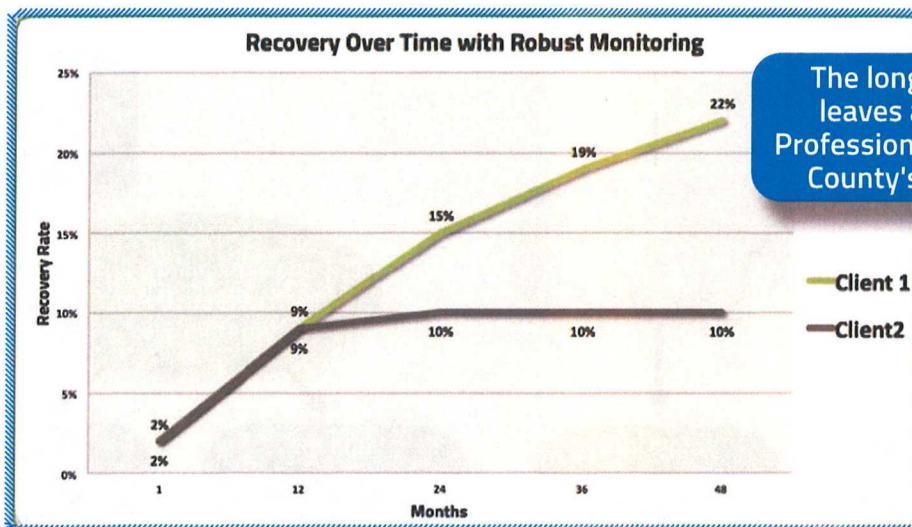
We will use the following advanced collections efforts to increase the County's recovered revenue:

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

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

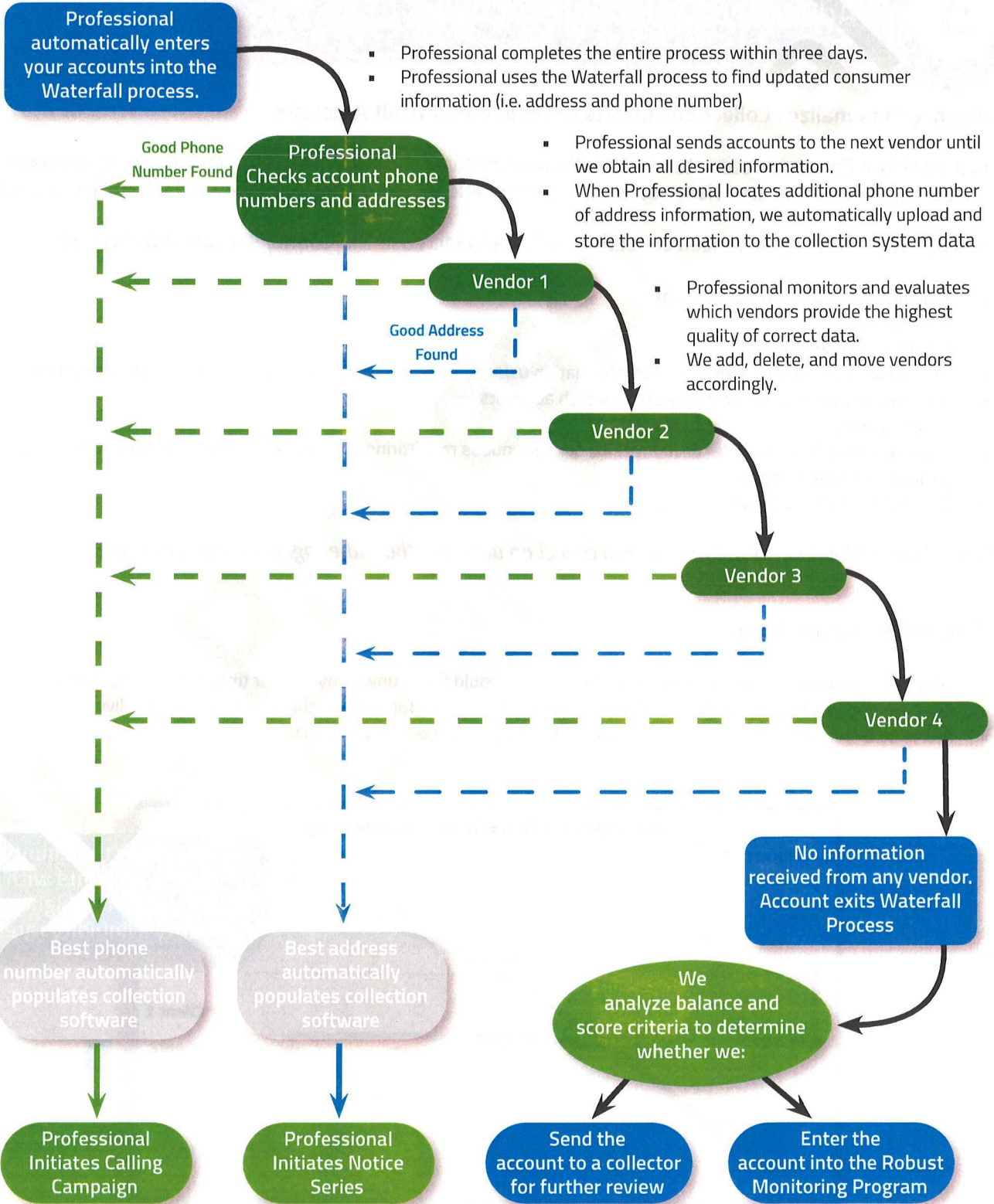
The Robust Monitoring Program:

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



The longer the County leaves accounts with Professional, the higher the County's liquidity rate.

Professional's Powerful Proprietary "Waterfall" System



3

Advanced Collections Activity

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

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

To find consumer contact information, investigators:

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

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

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

In short, our investigators will:

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



4

Legal Collections Activity

Legal Representation Specializes in Collections and Provides Efficient Legal Action

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

Our Legal Team:

- Controls the timeliness and quality of the legal process by utilizing our in-house legal team.
- Will save the County time, effort, and money because we are thorough yet speedy when we pursue collection suits. For example, for King County, WA, our in-house attorneys became Special Deputy Prosecuting Attorneys for King County, allowing the attorneys appointed to initiate collection enforcement on delinquent non-tax debt as if the attorneys were employed directly by King County. This is one of many examples showcasing our efficiency and depth of experience in the legal process.

If necessary, our Legal Team will forward the County's accounts to attorneys specialized in creditors' rights law.

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

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

"Last-Chance" Letter Gives Consumers Final Opportunity to Pay Before Legal Action

We care about consumers. We will give them every opportunity possible to voluntarily pay their obligations.

Once the County, our Litigation Team, and the attorney determine that an account will move to suit, we send a "last-chance" letter to consumers who:

- Ignore oral or written demands.
- Refuse to pay.

This letter

- Clearly communicates the consumer's final opportunity to pay without incurring additional fees.
- Upholds regulatory compliance.
- Strikes a tone that is both persuasive and respectful.
- Demonstrates our drive to be fair and transparent.
- Is designed with input from our Behavioral Science Team.

We then wait for the defined waiting period, depending on the type of account, and, if we receive no

4

Legal Collections Activity

Nevada County can depend on our agency to:

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

Thorough Evaluation Process Determines if Legal Action is Appropriate

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

Our Litigation Team of experienced attorneys and paralegals:

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

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

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

The Litigation Team focuses on:

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

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

When approved by the County, our agency:

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

4

Legal Collections Activity

Our Litigation Team has the capabilities and experience to collect:

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

Some instances of their winning ways include:

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

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

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

The County has a Wide Array of Legal Recovery Options

The County has legal recovery options through:

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

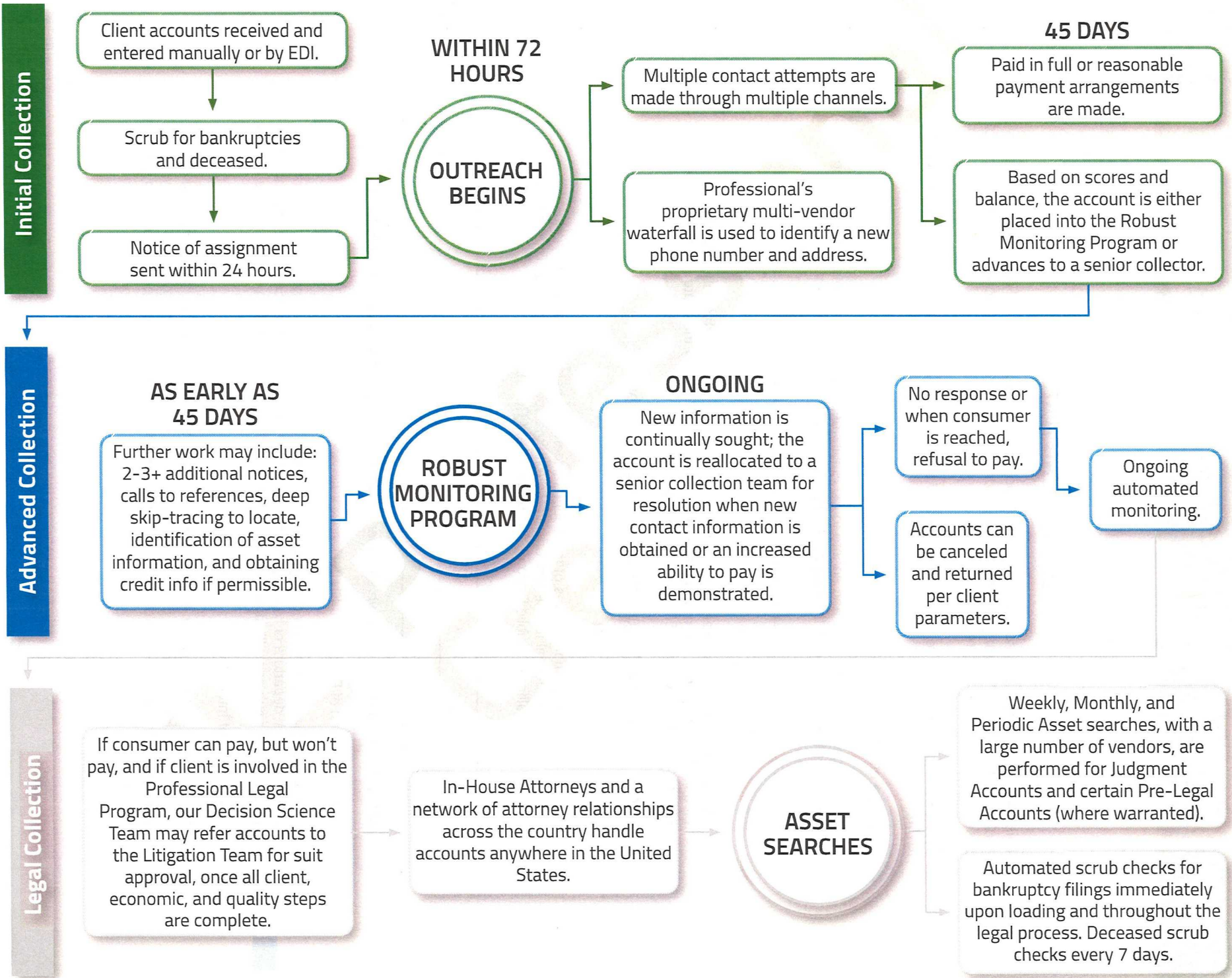
Post-judgment procedures include:

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

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

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

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



REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

2) Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the County (*list the addenda by date and/or number*):

N/A

3) Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

None of this submittal is considered proprietary

OR

The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

4) Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

5) Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

Attachment A
RFP No. 149465
Page 12 of 31

6) Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

7) Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

8) DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Professional has no exceptions to this certification.

Exceptions will not necessarily result in denial of award, but will be considered in determining the firm's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

Professional has no exceptions to this to the Scope of Work or other requirements in Nevada County RFP no. 149465.

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Professional has included our contingency fee proposal in a separate envelope shipped with this response.

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Partnering with Professional will yield a number of advantages for the County. In addition to our familiarity with the region and consumer-base, Professional offers a number of differentiators, showcasing our dedication not only to the best recovery rates possible for our clients but also to making the recovery process as easy as possible for their consumers. The next few pages highlight some of those efforts.

Community Involvement

We encourage a goal of 100% employee participation in a service or donation activity each year. Believing our company is only as strong as our community, Professional Credit established the Reach Out Program, offering each employee an opportunity to take up to 40 hours annually of paid time to volunteer with meaningful organizations that help service individuals, families, or communities in need. From harvesting for local food banks to providing microfinance consulting to small business start-ups in Eastern Europe, our people have found an impressive number of creative ways to give back to our communities and humanely promote our corporate vision of changing the world for the better.

We also provide the Hawes Experiential Learning Endowed Fund to the Lundquist College of Business at the University of Oregon. The purpose of this fund is to encourage and allow students to participate in experiential learning activities, or internships, which are vital to a student’s success after graduation. Of the 25 students awarded funding totaling \$28,500 in 2019, 68% were undergraduate students and 32% were graduate (MBA) students. Additionally, 60% of recipients had documented financial need. In addition, Professional Credit has a large annual fundraiser for the local United Way, resulting in over 75% employee participation. Please see our Annual Giving Report on our website for more information.

ORGANIZATIONS WE PROUDLY SUPPORT

- Rotary Club of Lane County
- Eugene Christian School
- Bake for the Cure
- City of Gervais Police Department
- Sunshine Division, Portland Police
- Boys and Girls Club of America
- Food for Lane County
- One America
- Thurston High School
- Center for Dialouge and Resolution
- Children’s Miracle Network Hospitals
- March for Babies
- Eugene Little League
- Volunteers in Medicine Clinic
- Bloodworks Northwest
- Belly Full, Springfield Education Foundation
- Society of St. Vincent de Paul
- Union Gospel Mission of Salem
- Goodwill Industries
- A Family for Every Child
- Relief Nursery
- Kids First
- The YMCA
- Newport Covenant
- March of Dimes
- Relay for Life
- Corridor Alternative Elementary
- Start Making a Reader Today (SMART)
- AMPOWER
- OHSU
- PEER Servants
- Zonta International

Multi-Lingual Support

For decades our agency has used real-time interpreter services with every client, along with bi-lingual collectors, to ensure a strong and efficient consumer experience for those non-English speaking consumers. This, too, is a reason our agency is so competitive in delivering on our mission of providing the greatest monetary recovery possible while maintaining a complete commitment to protecting the County's image in the eyes of their consumers. We understand the County's services reach a diverse demographic population with a large Spanish-speaking population and we are capable of providing communication services in Spanish and many other different languages.

Spanish Language Capabilities:

- Our agency employs numerous collectors who speak both Spanish and English.
- Our agency supplies a dedicated phone line for Spanish speakers, which is answered by bilingual collectors.
- Our Spanish phone line features Spanish language voicemail and automated messages.
- Our series of four Spanish-language videos walk consumers through making payments in our online payment system, www.pcsdirectpay.com.

We provide real-time translation between collectors and consumers through Certified Languages International which allows us to communicate with consumers in 200+ languages, including Chinese Cantonese, Chinese Mandarin, Japanese, and Vietnamese.

Hearing Impaired

Since our primary forms of communication with consumers are first through direct mail then by telephone, we have no obstacles providing service to the hearing impaired. Hearing impaired individuals can access their accounts via our online platform and even use the chat feature with an agent online. Additionally, these individuals can work with a representative via the Telecommunication Relay Service (TSR). Since relay service operators function under a similar code of conduct in regard to the confidentiality and privacy for the person they interpret for, communication through this medium does not impact our ability to perform collection duties per usual and remain compliant.

Vision Impaired

Our agency is happy to work with every consumer regardless of their situation. For visually impaired consumers there are a variety of options which can be utilized to ensure they have the best opportunity to remedy their debt. Our standard communication via telephone should not impede working with a blind consumer. Alternatively, like any consumer, blind individuals can provide consent for another individual to act as a personal advocate. With this consent we can provide letters to their advocate or communicate with the personal advocate directly.

English and Spanish videos on our website help users make payments and check on their accounts.



Collect the Truth



One of the many examples of our agency living its values and mission is found in the story of Heather. After falling under extremely tough times, suffering from addiction and an abusive past relationship, Heather became one of the millions of Americans who find themselves crippled with personal debt and bad credit. After working very hard to get sober and eventually putting her life and her family back on track, Heather learned her credit score and outstanding delinquent accounts were preventing her from obtaining a driver's license and accessing a loan that she desperately needed to start a new painting business with her husband.

When Heather was contacted by Professional Credit, she feared the worst. But, we worked with her to find a payment plan that fit within her budget, negotiating interest rates and payment schedules, communicating with her creditors on her behalf, educating her about her credit score and helping her prioritize her outstanding accounts to yield the best immediate results.

Now, after more than two years and many payments later, Heather's ability to obtain credit took a positive step forward. She is back on the road driving again, almost debt-free and focused on building a life for the family she has worked so hard to regain.

A short film of her journey, can be found on www.vimeo.com/227974597.

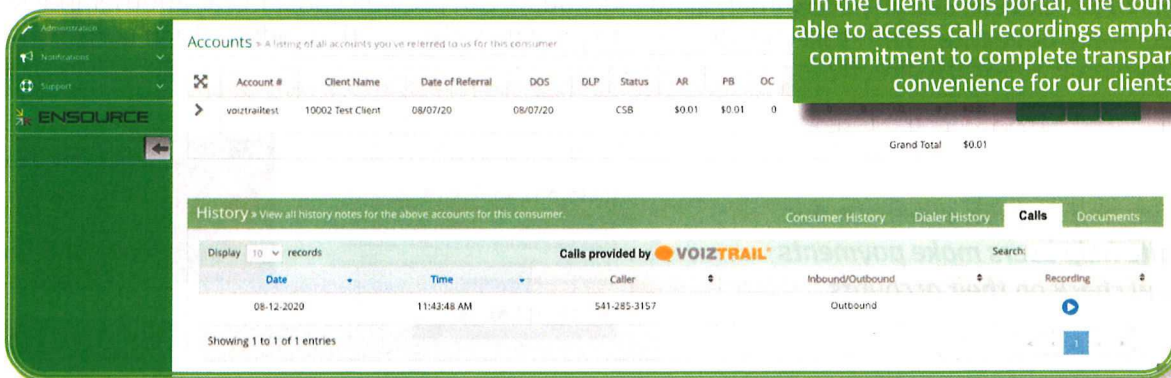
A Powerful Technological Partner for Nevada County

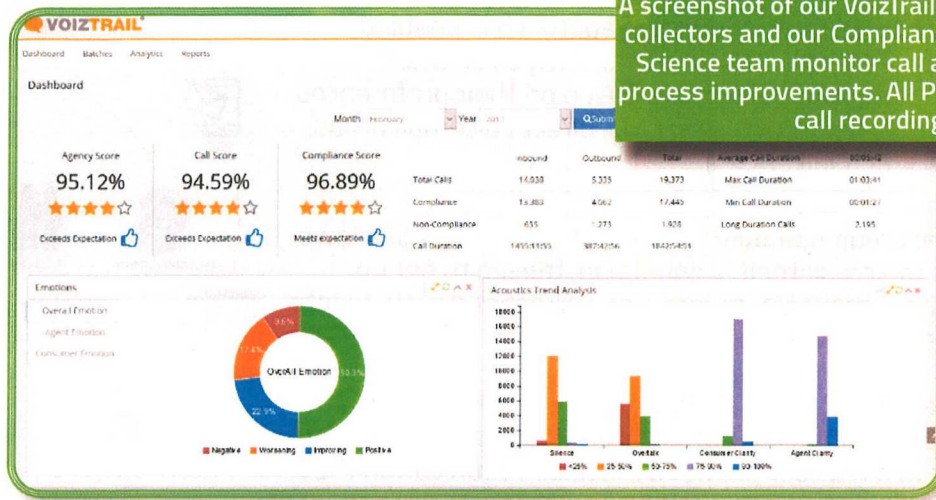
The County will have a powerful technological partner in Professional Credit, having access to our full technology suite. The following is a brief summary of the technology provided:

- Our accounts receivable management software, **ARTrail®**, streamlines engagement efforts with automated workflows and customizable safeguards to ensure adherence to the County's work standards. ARTrail® is based on contemporary web-centric technologies to exploit the opportunities of the modern software environment. Our DevOps development practices facilitate rapid evolution of our platform to meet ever-changing business and regulatory requirements while maintaining quality and reliability.
- Our speech analytics solution, **VoizTrail®**, records, audits, and scores 100% of auditable interactions between Professional Credit agents and consumers. **Recordings of calls can be accessed by the County 24/7 through the Client Tools portal.**



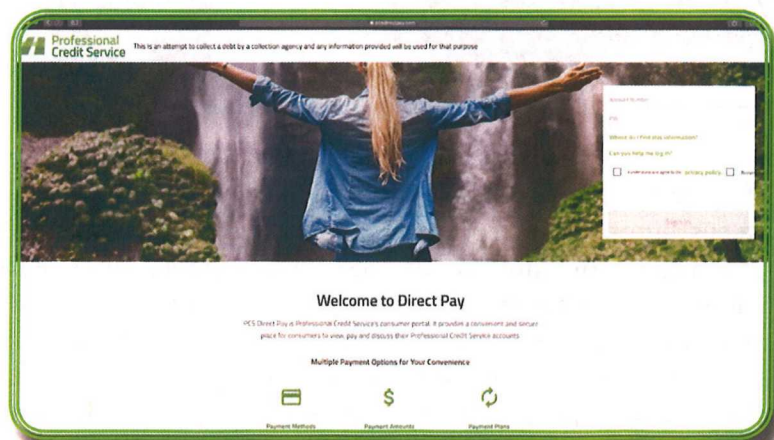
In the Client Tools portal, the County will be able to access call recordings emphasizing our commitment to complete transparency and convenience for our clients.



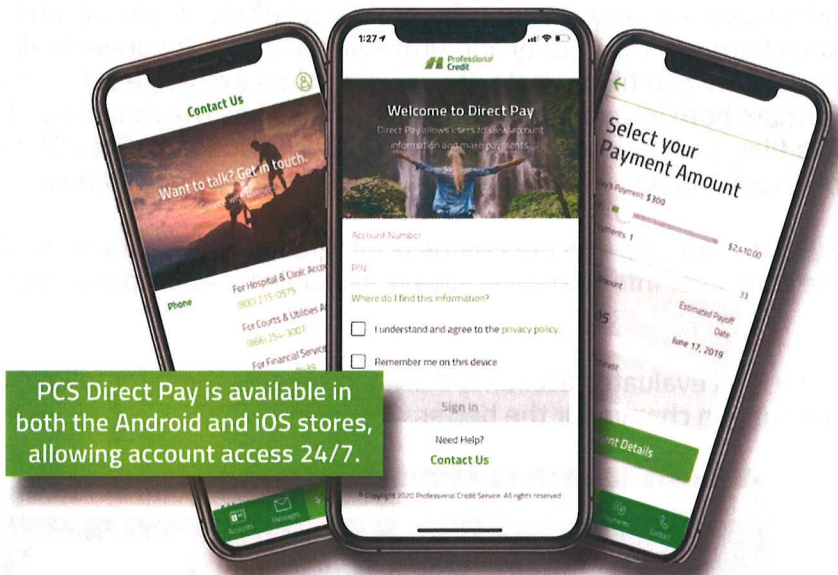
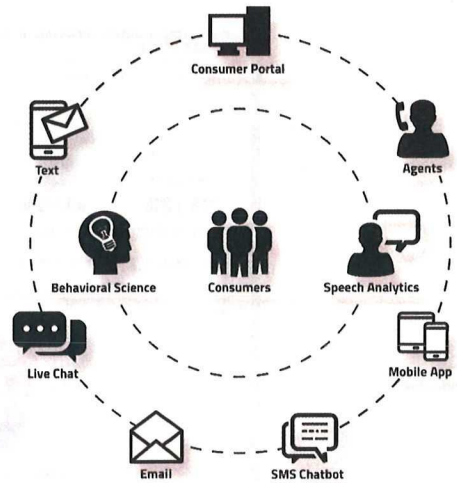


A screenshot of our VoizTrail Dashboard where collectors and our Compliance and Behavioral Science team monitor call analytics to drive process improvements. All PII is redacted from call recordings.

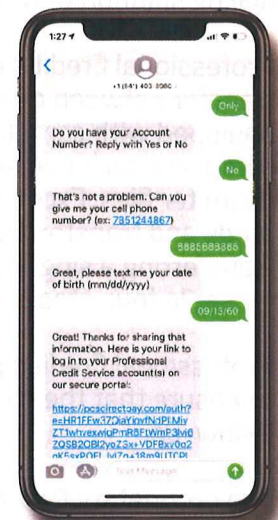
- Integrated, 2-way **Predictive Autodialer and Rapid Manual Dialing Solution** uses a rapid manual dialing solution to maintain TCPA compliance when calling cell phones.
- Professional Credit’s electronic data interchange (EDI) tool, **RoboDX™**, ensures seamless data transfer between client systems and Professional Credit’s ARTrail software. RoboDX™ comes fully equipped with compliance standards and security features, facilitating an efficient, secure, and compliant exchange of information between the County and Professional Credit. It supports all delimiter files: Excel, XML, API, DB, Multi-row file formats. Its universal data exchange solution also reads and transforms any file formats both in source or destination. It also has the capability of transferring a single file as multiple files, and multiple files into a single file. In addition, RoboDX™ has a versatile four-step configuration that functions with virtually any file format, API or database.
- Professional Credit’s proprietary **Waterfall Skip-tracing Engine** is integrated with key data vendors to ensure that the most accurate consumer information is always available for appropriate account follow-up.
- The proprietary **Robust Monitoring Tool** evaluates accounts daily and triggers them for follow-up should the consumer’s financial situation change for the better.
- Professional Credit’s **PCS Direct Pay** gives consumers 24/7 access to their accounts, the ability to make payments, set up payment plans based on the County’s guidelines, update insurance information and communicate with Professional Credit staff either through live chat or secure messaging.



- Our **Omni-channel Communication** approach is enabled by the advanced workflows in ARTrail® which coordinates communications with consumers based on their preferences including email, text messages, calls, direct voicemail drops, mobile alerts, and letters.
- Professional Credit's **Mobile App for iOS and Android**: allows consumers to access their accounts on-the-go to set up payment plans, make payments, and correspond with agents through secure messaging.
- Professional Credit's **SMS Chatbot** allows easy access to the Professional Credit online portals after hours. Consumers can send a text to a number provided in the communication they received that will engage a chatbot. The chatbot will then guide them through the identity verification and authentication process and generate a link that will allow them to login automatically and manage their account.



PCS Direct Pay is available in both the Android and iOS stores, allowing account access 24/7.



Professional Credit's SMS Chatbot allows easy access to the portal after hours. Click on the image for a demonstration.

- For consumers needing extra time to pay, Professional offers a customer-service center which specifically handles longer-term payment plans. In this model, the administrative burden of managing payment plans placed on the County will be taken over by our team. These consumers will have access to the same technological suite presented in this response, managed under the name of Ensource. No credit reporting or legal means of collections are used while at Ensource.



EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Fees for service are commission based on contracted fee schedules and/or percentage of total amount collected whichever is in the best interest of the County or required by law.

1. **Maximum Limit & Fee Schedule**

Contractor's compensation shall be collected in accordance with the proposal and contingency Fees defined below for the appropriate accounts collected.

1.1 **Sheriff Administration and Parking Violations**

- A. Percentage of gross monies recovered by the Contractor to be retained by the Contractor:
Sixteen percent (16%)
- B. Percentage of gross monies recovered by the Contractor to be remitted to the County:
Eighty-Four percent (84%)

1.2 **County Department Accounts**

- A. Percentage of gross monies recovered by the Contractor to be retained by the Contractor:
Sixteen percent (16%)
- B. Percentage of gross monies recovered by the Contractor to be remitted to the County:
Eighty-Four percent (84%)

1.3 **Court Debt Accounts**

- A. Percentage of gross monies recovered by the Contractor to be retained by the Contractor:
Fifteen percent (15%)
- B. Percentage of gross monies recovered by the Contractor to be remitted to the County:
Eighty-Five percent (85%)

2. **Additional Services**

2.1 legal actions: Additional services requested and authorized by the County Contract Administrator for legal actions such as but not limited to small claims or issuance of property liens performed by the Contractor will be twenty five percent (25%).

2.2 Franchise Tax Board: Debt collections routed to the Franchise Tax Board for collections shall be invoiced back to the County at the commission percentages described above.

Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

3. Collection allocations

Collection allocations shall be submitted to County in a form and with sufficient detail as required by County and must include the following information:

1. Department of debt assignment
2. Original debt amount
3. Collected debt amount
4. Commission withheld (in percentage and dollars)
5. Sent to Franchise Tax Board must be noted (if applicable)
6. Amount being invoiced if Franchise Tax Board collection effort

Work performed by Contractor will be subject to final acceptance by County Contract Administrator.

Submit all collection allocations and invoices to:

Nevada County
Auditor- Controller Office
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Andy Fox
Email: andy.fox@co.nevada.ca.us
Phone: 530-265-1565

County will require collections allocations at minimum once a month

Payment Schedule

Unless otherwise agreed to by County, all collections allocations owed to County by Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions):** Insurance covering **financial malpractice** with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Commercial Crime:** Covering employee dishonesty, forgery or alteration coverage, computer fraud coverage, kidnap, ransom, extortion, money and securities, money orders and counterfeit money with limit no less than **\$1,000,000** per occurrence, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
5. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
9. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
11. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all

other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name Professional Credit

Description of Services Professional Debt Collection Services for County Departments as needed

SUMMARY OF MATERIAL TERMS

Max Annual Price: Commission based contract

Contract Start Date: 8/23/2022

Contract End Date: 6/30/2023

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions (\$2,000,000)	
Type Commercial Crime (1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County-Information and General Services Department		Name of firm Professional Credit	
Address:	950 Maidu Ave. Ste#129	Address	400 International Way
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Springfield, OR 97477
Attn:	Elise Strickler	Attn:	Wade Isbell
Email:	elise.stickler@co.nevada.ca.us	Email:	wade@professionalcredit.com
Phone:	530-265-1705	Phone:	541-335-2159

Contractor is a: (check all that apply)

EDD Worksheet Required

- Corporation: Calif., Other, LLC, Yes No
 Non-Profit Corp
 Partnership: Calif., Other, LLP, Limited
 Person: Individ., Db, Ass'n Other

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit A-1-** Contractor's response to RFP
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements