

RECEIVED  
CONTRACT MANAGEMENT  
2012 JUL -3 PM 3:18

(Contract Management Use only)  
CONTRACT TRACKING NO.  
Cm1859

### CONTRACT APPROVAL FORM

#### CONTRACTOR INFORMATION

Name: Contract Callers Inc  
Address: 1058 Claussen Rd #110, Augusta, GA 30907

Contractor's Administrator Name: LaDonna Bohling Title: Director of Collections

Tel#: 706-868-0800 Fax: 706-868-0877 Email: lbohling@contractcallers.com

#### CONTRACT INFORMATION

Contract Name: Agreement for Collection Services and Procedures Contract Value: 25% on all monies collected (Estimated: \$3000 Rescue/\$1500 NAU)

Brief Description: Collection services and procedures for Rescue and Nassau-Amelia Utilities billing

Contract Dates : From: \_\_\_\_\_ to \_\_\_\_\_ Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other 3 quotes per purchasing policy

#### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

#### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                        |   |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u><br>Department Head Signature                  | <u>7-3-12</u><br>Date  | <u>01262526 549009</u><br><u>71504536 549009</u><br>Funding Source/Acct # |
| 2. | <u>[Signature]</u><br>Contract Management                        | <u>7-10-12</u><br>Date |   |
| 3. | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>8-7-12</u><br>Date  |   |
| 4. | <u>[Signature]</u><br>Office of Management & Budget              | <u>7-3-12</u><br>Date  |   |

12 AUG 21 2:10:17

Comments: \_\_\_\_\_

#### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]  
Ted Selby Date 8/23/12

#### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

2012 AUG 24 PM 2:08

RECEIVED  
CONTRACT MANAGEMENT

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PRICE QUOTES-COLLECTION AGENCY-BILLING DEPARTMENT**

<b>Agency</b>	<b>Address</b>	<b>Rescue Quote</b>	<b>NAU Quote</b>
Contract Callers, Inc	1058 Claussen Rd, Suite 110 Augusta GA 30907	25%	25%
American Recovery, Inc	3577 Cardinal Point Dr, Jacksonville, FL 32257	40%	35%
CBCS	7011 A C Skinner Parkway, Jacksonville, FL 32256	35%	35%

Note: Quotes based on percentage of monies collected

Due to large amount of information, packages received from Agencies on file in Billing Office

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Billing Dept-RESCUE-OMB  
Department Address: 98135 Nassau Place Suite 2  
Yulee, FL 32097-8635

Date: 02/09/2012

Contact: Margie Drawdy  
Contact email: mdrawdy@nassaucountyfl.com  
Department Phone: 904-491-7373  
Department Fax: 904-491-7372

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Requesting quotes for Collection Agency Services. Nassau Co BOCC has approximately \$498,000 on an annual basis in delinquent rescue billing accounts.  
Agency will submit monthly remittances no later than 30 days following the month of collection. An annual status report shall be provided on October 1st.  
Customers will submit payments to the collection agency. Agency must operate in accordance with ethical collection practices and obey all laws.  
Agency must guarantee the confidentiality, security and safety of all documents (electronic & paper). Agency will be licensed, bonded & insured.  
Agency will provide the following: 1. Fee Structure based on percentage of funds collected. Compensation shall be contingent on actual collections of past due accounts. 2. General Information about agency. 3. List of 4 references. 4. Sample of reports provided to county. 5. Sample letters to be sent to delinquent accounts. 6. Process of how collected payments will be remitted to county.

Please submit written response by: March 1, 2012  
(Date)

To be completed by vendor:

Vendor Name: Contract Callers, Inc.  
Address: 1058 Claussen Rd, Ste 110  
Augusta GA 30907  
Phone: 800-338-5443  
Fax: 706-868-7852  
Contact: Dan O'Keefe, Sales Director  
Email: dokeefe@contractcallers.com

Attached is a written quote from our company, which is valid for 120 days.

Katie Williams  
Signature

2/24/12  
Date

Comments: \_\_\_\_\_  
\_\_\_\_\_

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Billing Dept-NAU-OMB Date: 02/09/2012  
Department Address: 96135 Nassau Place Suite 2  
Yulee, FL 32097-8635  
Contact: Margie Drawdy  
Contact email: mdrawdy@nassaucountyfl.com  
Department Phone: 904-491-7373  
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Kate Williams  
Signature

2/24/12  
Date

Comments: \_\_\_\_\_

# Nassau County Board of County Commissioners Request for Quotation Form

Requesting Department: Billing Dept-Rescue Billing-OMB

Date: 02/06/2012

Department Address: 96135 Nassau Place Suite 2  
Yulee, FL 32097-8635

Contact: Margie Drawdy

Contact email: mdrawdy@nassaucountyfl.com

Department Phone: 904-491-7373

Department Fax: 904-491-7372

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Please submit written response by: March 01, 2012

(Date)

## To be completed by vendor:

Vendor Name: American Recovery Systems, Inc.

Address: 3577 Cardinal Point Dr.

Jacksonville, FL 32257

Phone: 904-731-8775

Fax: 904-737-3126

Contact: Linda McGinness

Email: ARSI\_LINDAM@hughes.net

Attached is a written quote from our company, which is valid for 90 days.

  
Signature

2/27/2012

Date

Comments: Items #1 & 6, please see Service Agreement # 2, 3, 12, & 13. Item #2, please see our Proposal.

Nassau County Board of County Commissioners  
Request for Quotation Form

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Department Address: 96135 Nassau Place Suite 2  
Yulee, FL 32097-8635  
Contact: Margie Drawdy  
Contact email: mdrawdy@nassaucountyfl.com  
Department Phone: 904-491-7373  
Department Fax: 904-491-7372

Date: 02/06/2012

Product(s)/Service(s) to be purchased (list all specifications and requirements):

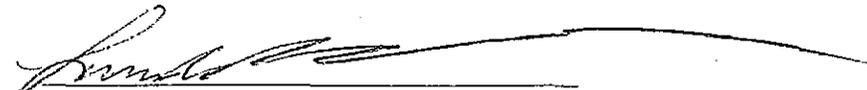
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Contact email: mdrawdy@nassaucountyfl.com

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sent to delinquent accounts. 6. Process of how collected payments will be remitted to county.

Please submit written response by: March 01, 2012

(Date)

**To be completed by vendor:**

Vendor Name: CBCS, Credit Bureau Collection Services

Address: 7011 A.C. Skinner Parkway, Jacksonville FL  
32256

Phone: 888-397-9500 Ext. 3607

Fax: 888-529-6857

Contact: Tiffany Hartman, Account Manager

Email: Tiffany.Hartman@cbsnational.com

Attached is a written quote from our company, which is valid for 60 days.

Tiffany Hartman

Signature

April 1, 2012

Date

Comments: Thank you for this opportunity to submit a Request for Quotation to Nassau County  
Board of Commissioners for Collection Services.

**Nassau County Board of County Commissioners  
Request for Quotation Form**

Requesting Department: Billing Dept-NAU-OMB Date: 02/06/2012  
Department Address: 96135 Nassau Place Suite 2  
Yulee, FL 32097-8635  
Contact: Margie Drawdy  
Contact email: mdrawdy@nassaucountyfl.com  
Department Phone: 904-491-7373  
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(Date)

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Address: 7011 A. C. Skinner Parkway, Jacksonville FL  
32256  
Phone: 888-397-9500 Ext. 3607  
Fax: 888-529-6857  
Contact: Tiffany Hartman, Account Manager  
Email: Tiffany.Hartman@cbsnational.com

Attached is a written quote from our company, which is valid for 60 days.

Tiffany Hartman April 1, 2012  
Signature Date

Comments: Thank you for this opportunity to submit a Request for Quotation to Nassau County Board of Commissioners for Collection Services.



**CONTRACT CALLERS, INC.**

**AGREEMENT FOR COLLECTION SERVICE**

This agreement for collection services is entered into this 23rd of August, 2012, by and between **CONTRACT CALLERS, INC.** (hereinafter "agency") and Nassau County (hereinafter "client").

**I. COLLECTION SERVICES AND PROCEDURES**

- 1.1 Agency agrees to accept all accounts receivable (hereinafter "accounts") referred to Agency by Client. It is expressly agreed that any and all Account information disclosed to Agency through placement of Accounts will remain in the strictest confidence and will not be disclosed to any other party without Client's written authorization.
- 1.2 Agency will use reasonable efforts to collect Accounts referred by client. Agency agrees that it shall comply with all provisions of the Fair Debt Collection Practices Act (FDCPA) and all applicable state statutes.
- 1.3 Client authorizes agency to commence collection procedures when client provides Agency with the information pertaining to the account. Agency has determined that the following information constitutes the minimum necessary in order to perform the services of paragraph 1.2 hereof. Client is relying on Agency's determination of the minimum information it requires hereunder. If, in the course of performing services hereunder, Agency determines that it requires additional information from Client, Agency's request for such additional information will be considered a representation by Agency that the requested information is reasonable and necessary for the performance of duties hereunder.

The parties agree that the following information is reasonably necessary to effectuate services under this agreement:

- A. Name and address of the debtor and responsible party if different from debtor.
  - B. Social Security Number for debtor and responsible party of different from debtor
  - C. Date of Service on Accounts
  - D. Balance Owed
  - E. Phone number to contact debtor
  - F. Place of Employment if available
- 1.4 Client may withdraw any Account assigned to Agency at any time for any reason provided there is no active payment plan in effect.

- 1.5 Agency will report all Accounts to Equifax, Experion, and Transunion if the Client selects this service by initialing here. DS
- 1.6 Agency will promptly advise Client of any Account on which a notice of bankruptcy has been received.
- 1.7 Client will promptly advise Agency of any account on which a notice of bankruptcy has been received.
- 1.8 Client will promptly notify Agency of any payments that have been received by Client on Accounts that have been placed with Agency.
- 1.9 Client authorizes Agency to endorse negotiable instruments made payable to Client for purposes of depositing funds into Agency's escrow account.
- 1.10 Client acknowledges that in connection with the collection of delinquent consumer debts, the FDCPA requires that an Agency provide the consumer with verification of the underlying obligation if that request is made to Agency, in writing, by the consumer within 30 days of our initial communication with the consumer. The law prohibits an Agency from collecting on any obligation once said verification has been requested, until such time as said verification has been mailed by the Agency to the consumer. Client acknowledges that in any situation in which it does not provide Agency with the requested verification; Agency can no longer legally attempt to collect on said account. In such case, Client acknowledges that the Agency will return said account to Client.
- 1.11 Client acknowledges that Agency will not be held liable for any payment that is returned unpaid from consumer's bank. If Agency has already made payment to Client on said account, then Client agrees that Agency will be reimbursed the full amount.

## II. FEES FOR SERVICES

- 2.1 As full compensation for its services, Agency shall receive a contingency fee of 25 % on all monies collected on "Primary Accounts" placed for collection. For the purpose of this contract "Primary Accounts" shall be defined as all Accounts that have not been worked by another collection agency prior to being placed with Agency.

## III. REMITTANCES

- 3.1 Agency shall remit by the 20<sup>th</sup> of the month monies collected during the preceding month, less commission and shall invoice Client with a statement summary.

#### **IV. REPORTING**

- 4.1 Agency shall submit to Client an "Acknowledgement Report" of all Accounts received for collection within one week of receipt of Accounts.
- 4.2 Agency shall submit to Client a "Remittance Report" every month outlining all monies collected on Accounts.
- 4.3 Agency shall submit to Client a "Close Report" every month outlining all accounts that have been returned to Client. This report will include, but is not limited too bankruptcies, deceased, and Client recalls.
- 4.4 Agency shall submit to Client a "Legal Report" every month outlining all accounts that have been marked as attorney ready.

#### **V. COMPLIANCE**

- 5.1 Agency agrees to collect Accounts in strict compliance with the Fair Debt Collection Practices Act (FDCPA).
- 5.2 Agency agrees to collect Accounts in strict compliance with all State Law.
- 5.3 Agency agrees to collect Accounts in strict compliance with all Local Laws.
- 5.4 Agency agrees to collect Accounts in strict compliance with all of the Clients' guidelines and rules.

#### **VI. TERMS AND TERMINATION**

- 6.1 The Term of this agreement shall become effective when both parties have signed said Agreement. The Agreement is for one year and will automatically renew each year on signature date.
- 6.2 Cancellation of Agreement can be made with a 90 day written notice by either Agency or Client.
  - (a) This termination does not apply to any accounts where legal action has already been approved by Client and started by Agency or its' agents.
  - (b) This termination does not apply to any accounts where payment plans are in effect and Agency has received a payment in the previous 45 days.

#### **VII. INDEMNIFICATION**

- 7.1 If the acts of employees, agents, designates, servants or representatives of Agency result in any legal action or suit be initiated against Client, Agency will accept full responsibility for defense of said action and payment of litigation expenses incurred in any resulting judgment.
- 7.2 Client agrees to accept full responsibility for any legal action or suit initiated against Agency if said suit or legal action is from the attempts to collect on an Account that has been determined to be a legally unenforceable debt.

**VIII. ASSIGNABILITY**

8.1 This Agreement is not assignable by either party without the prior written consent of the other.

**IX. APPLICABLE LAW**

9.1 This agreement shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. If any provisions are deemed unenforceable all other provisions shall remain valid and in full effect.

**X. ENTIRE AGREEMENT**

10.1 This Agreement constitutes the entire Agreement and understanding between the parties. Any prior Agreements, written and verbal, shall become null and void with the signing of this Agreement.

**XI. AMENDMENT**

11.1 This Agreement or any of its provisions, may be modified or amended at any time during its term, but only by an amendment in writing, signed by both parties setting out such amendment or modification in full.

In witness whereof, the parties have caused this agreement to be duly executed this 23<sup>rd</sup> of August, 2012.

\_\_\_\_\_  
BY: [Signature]  
Title: County Manager

CONTRACT CALLERS, INC.  
BY: [Signature]  
Title: Director