

**AGREEMENT FOR COLLECTIONS SERVICES BETWEEN THE CITY OF RAPID CITY AND EXPRESS COLLECTIONS**

This Agreement is made by and between the City of Rapid City, a South Dakota municipal corporation, of 300 Sixth Street, Rapid City, South Dakota 57701 ("City") and Express Collections, Inc., a South Dakota corporation, of 818 Saint Joseph Street, Ste. 200, Rapid City, South Dakota 57701 ("ECI").

WHEREAS, the City of Rapid City issued a Request for Proposals ("RFP") requesting interested parties provide proposals for collection services for the City; and

WHEREAS, ECI submitted the successful proposal for collections services;

WHEREAS, the RFP and proposal, together with the further agreements of the parties shall constitute the contract between them; and

WHEREAS, the parties wish to reduce their agreement to writing.

NOW THEREFORE, the City and ECI agree as follows:

1. Services. ECI shall provide collection services as outlined in the RFP and ECI's proposal, both of which are incorporated herein and made a part hereof as if fully set forth within this Agreement.

2. Contingency Fee. City agrees to pay ECI a contingency fee for services rendered based on a percentage of amounts recovered. City agrees to pay ECI a fee of twenty-four percent (24%). City agrees that ECI is entitled to its full contingency fee on all monies recovered on accounts referred to ECI, whether paid to ECI or the City directly. This fee shall not increase if ECI takes legal action against any debtors, nor shall it increase for any other measures taken to gain collection. The parties agree that this shall be the sole compensation to ECI for its services under this Agreement, and no other fees or charges shall accrue to City.

3. Referral. ECI agrees to undertake the collection of accounts referred by City for the purpose of collection. The accounts placed with ECI pursuant to this Agreement shall be transmitted to ECI on a basis as and when City determines that such accounts are eligible for referral. After an account has been assigned to ECI, the City will make no further collection contact with the debtor, and the City will refer the debtor to ECI.

4. Monthly Statements and Remittance. ECI shall issue a monthly itemized statement of all collected monies for each account and the associated contingency fee payable for such collections. ECI shall include any payments received by City in its monthly statements. With its statement for the month ECI shall remit to City all monies due it on accounts that have been collected during the preceding month. ECI shall furnish each monthly statement by the twentieth (20th) day of the new month, or the following business day if the twentieth falls on a weekend or holiday.

5. Payments on Debts. All payments will be directed to ECI to be paid. If a payment is made to City, it shall contact ECI to verify that payment has been made so account and credit report can be updated. ECI shall note its contingency fee on any such payment on the next monthly statement and set off the fee amount against the remittance made to City. If the fee amount is more than the month's remittance, ECI shall bill City for the amount owing. If notice that debtor has filed bankruptcy is received by ECI or City, that fact will be promptly relayed to the other party and the account shall be placed on hold pending discharge of debtor. Once discharge is approved, the account is to be canceled.

6. Settlements and Payment Arrangements Authorized. ECI is authorized to make settlements on account balances, but no settlement of over fifty percent (50%) of the account balance shall be made without approval by the City Finance Officer or designee. ECI is further authorized to make such payment arrangements as it deems prudent. It shall only be allowed to collect such portion of its contingency fee as is proportionate to each payment collected.

7. Free Demand Period. The City shall have a fourteen (14) day free demand period. During this period, an account placed with ECI may be withdrawn without charge if such account is submitted in error. The City shall notify ECI of such error within fourteen days after submittal in order to withdraw the account. This free demand period shall apply only to those accounts with valid mailing addresses.

8. Withdrawal or Return of Claims. City agrees that it will not withdraw claims referred to ECI for collection for a minimum of three (3) years from the date of referral, except with the written approval of ECI. ECI reserves the right to cancel and return any claim for cause, which shall include claims that are unable to be verified due to City not providing information or claims not lawfully collectible.

9. Credit Reporting. City authorizes ECI to post existence of City's claims on the debtors' credit files with national credit reporting repositories as allowed by the Fair Credit Reporting Act. ECI shall not charge City for this service. ECI is responsible for the accuracy of its submissions to credit bureaus, and agrees to indemnify and hold harmless City from any actions resulting from erroneous reporting of account information to credit bureaus.

10. ECI's Warranties. ECI further warrants and covenants that it shall
- a. Use its best efforts to effect collection of City's claims;
  - b. Obtain all necessary licenses, permits or authorizations as may be required by applicable law to collect debts;
  - c. Comply with all provisions of federal and state governing debt collection practices; and
  - d. Not commence litigation, with respect to any claims referred hereunder, without the express written consent of City Finance Officer or designee;

11. City Warranties. The City warrants and covenants that it shall
- a. Forwarded to ECI only valid and legally enforceable debts;
  - b. Comply with all applicable federal and state laws; and
  - c. Provide, upon request of ECI information to enable it to verify a disputed claim.

12. Term. The initial term of this Agreement shall run from the date of approval by the City until December 31, 2016.

13. Renewal. This Agreement shall automatically renew for an additional one-year term at the end of the initial term unless either party gives thirty (30) days' notice to the other party of termination at the end of the initial term. This Agreement shall automatically renew for two (2) additional one-year terms in a like manner, with the same right of the parties for non-renewal with notice. In no instance shall this Agreement remain in effect for more than three (3) years following the end of the initial term.

14. Early Termination. The City may terminate this Agreement prior to the expiration of the initial or renewal term as follows:

- a. following any default in the terms of this Agreement by ECI that remains uncured for more than thirty (30) days after written notice thereof;
- b. upon dissolution or winding up of ECI; or
- c. in the event a petition is filed against ECI to appoint a receiver, to declare it bankrupt, to require its reorganization under the Bankruptcy Act, or any similar insolvency statute and, if involuntary, such petition is not dismissed within ninety (90) days.

Should the City choose to exercise its option to terminate this Agreement early, such termination will be effective upon mailing of written notice to ECI, at which time ECI shall have no further rights under this Agreement.

15. Relationship between the Parties. The relationship of the parties is that of independent contractors. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other person, or to assert in any form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

16. Indemnity. ECI agrees to indemnify, defend and hold the City harmless from and against any and all liability, losses, claims, damages, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the ECI and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the ECI or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the ECI. ECI further agrees to indemnify, defend and hold the City harmless from and against any and all claims, penalties, charges, or other fees which may be made, assessed or levied as a result of ECI's collections practices, including any breaches of applicable federal or state law related to those practices.

17. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when either (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid) or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the addresses designated below (or such other address as a party may designate by notice to the other parties):

City of Rapid City  
Attn: Pauline Sumption  
300 Sixth Street  
Rapid City, SD 57701

Express Collections, Inc.  
Attn: JENNIFER BAKER  
818 Saint Joseph St, Ste 200  
Rapid City, SD 57701

*with a copy to*

*with a copy to*

City Attorney  
Attn: Wade Nyberg  
300 Sixth Street  
Rapid City, SD 57701

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement.

19. Integration. This Agreement and the agreements and documents referred to herein (including any exhibits and schedules incorporated herein) contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof.

20. Amendments. This Agreement may only be amended by a written document duly executed by all parties.

21. Third Parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto, their respective successors, and permitted assigns, any legal or equitable rights hereunder.

22. Assignment. This Agreement and the rights, duties, and obligations hereunder may not be transferred or assigned by either of the parties, whether directly or indirectly by merger, consolidation, reorganization, dissolution, operation of law or otherwise, without the prior written consent of the other party. Any attempted transfer or assignment without consent in violation of the foregoing shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and assigns.

23. Waivers. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

24. Cumulative Remedies. The rights and remedies under this Agreement are in addition to and not exclusive of any other rights, remedies, powers and privileges, whether at law or in equity, under this Agreement or otherwise, that any party may have against another. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach or default of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach or default of the same or any other covenant or agreement.

25. Force Majeure. Neither party shall be liable for any delay or failure in performance due to any reason or unforeseen circumstance beyond the affected party's reasonable control, including shortages or delays in obtaining materials from suppliers that cannot reasonably be cured by obtaining the needed materials from another source, work stoppages not involving employees of either party that cannot reasonably be overcome, fires, riots, rebellions, wars, acts of terrorism, accidents, explosions, floods, storms, acts of God, and similar occurrences. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

26. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

27. Further Action. The parties covenant and agree that each shall execute and deliver such further instruments or documents as shall be necessary or convenient to effectuate the purposes contemplated by this Agreement.

28. Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision. The parties agree that each party has reviewed this Agreement and has had the opportunity to have its counsel review the same. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

29. Severability. The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement or, as applicable, the remainder of such section. If any provision of this Agreement is held to be unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible.

30. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the state of South Dakota, without regard for its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the state of South Dakota, without regard for its choice-of-law principles.

31. Jurisdiction and Venue. The parties hereto explicitly agree to submit to the personal jurisdiction of South Dakota state courts, and any dispute relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall be decided solely and exclusively by the Circuit Court located in Rapid City, South Dakota.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF RAPID CITY**

\_\_\_\_\_  
Mayor

Attest

\_\_\_\_\_  
Finance Officer

(seal)

**EXPRESS COLLECTIONS, INC.**

By \_\_\_\_\_  
(signature)

TROY ANDERSON  
(printed name)

Its PRESIDENT



## **City of Rapid City Collection Services Proposal**

**Attn: Tracy Davis**

**May 23, 2014**

Express Collections, Inc.  
818 Saint Joseph St. Suite 200  
Rapid City, SD 57701

March 3, 2014

Dear Ms. Tracy Davis:

Express Collections, Inc. is proposing a complete credit collections solution for the City of Rapid City. Express Collections, Inc. has combined resources to ensure the RFP's requirements are fully met. Express Collections, Inc. has fully matured software and a highly motivated trained staff to exceed all technical and performance requirements set forth in this RFP.

We thank you for this opportunity to reflect upon our attributes to the collection industry. Express Collections Inc. is a member of the American Collectors Association, Better Business Bureau, local Rapid City Chamber of Commerce, and several other non-profit organizations.

All principle officers will have the same address and phone numbers:

818 Saint Joseph St., Suite 200 Rapid City, SD 57701

(605) 341-3328

**Principle Officers** are as follows:

Troy Anderson – President/CEO

Michele Anderson – Vice President/CFO

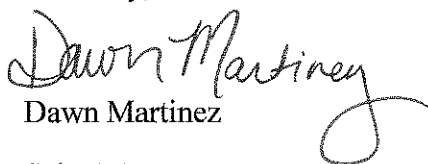
Jennifer Meier - Operations Manager/Paralegal

Dawn Martinez – Sales Manager

Angie Thomas – Collections Manager

Thank you for this opportunity to participate in this RFP process.

Sincerely,

  
Dawn Martinez  
Sales Manager



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## Executive Summary

Express Collections, Inc. has been operating as a reputable collection agency in Rapid City, SD since 1999. Our staff has over 25 years collection experience in first and third party collections. Our Account Representatives attend several FDCPA training courses and on-line seminars to assure our clients they can rest comfortably knowing their accounts are handled by a knowledgeable and professional staff. Various internal audits are performed by upper management to test our Account Representatives on their knowledge of FDCPA as well as professional telephone etiquette and techniques.

Express Collections has implemented one of the most advanced collection systems in use today. The combination of our collection software, advanced skip-tracing resources, and our client web portal allows us to handle large volumes of accounts receivable and produce a higher return.

In addition to technology, our recovery is also increased by reducing the size of our Account Representatives portfolio. Express Collections, Inc. assigns *one-third* less accounts to each Account Representative than most collection agencies. One of the benefits of a small portfolio is the elimination of the skimming process which increases the quality of end results. Our clients are assured that each account is worked properly and given the attention needed to increase recovery.

Our rates are based on a contingency basis and they do not increase for skip-tracing. In addition, our rates do not increase due to the age of an account. Express Collections, Inc. believes a simple contingency plan is less confusing than a structured rate plan with unexpected rate adjustments. The only rate increase is for legal action with our clients' approval. Express Collections, Inc. pays all service charges, court fees, and legal expenses that accrue on an account. These fees are never passed on to the client.

Express Collections, Inc. strives to provide quick recovery of past due accounts while maintaining the highest standards of integrity and professionalism. Express Collections, Inc. is the only collection agency to be awarded the *Better Business Bureau Integrity* award. We take pride in our service through commitment of our management and dedicated staff, by reinvesting profits into continuous improvements in technology and services. As a result, our performance exceeds our client's expectations. Persuasiveness, persistence, and professionalism are the standards our staff pride themselves on.

## OPERATIONS

1. Express Collections, Inc. has been operating as a reputable collection agency in Rapid City, SD since 1999. We currently service a total of 1053 clients and a total of 597 of those clients are in Rapid City.
2. Upon receiving the account referred from the City, Express Collections, Inc. shall use its best effort to locate the consumer and collect the total amount due on each account. Within the first 24 hours of an account being listed, the first FDCPA letter is generated and the account is placed in Direct Action. The account is assigned and worked by an Account Representative who attempts to establish communication with the consumer. They will validate the consumers address, phone number and make arrangements if payment in full is not possible. The Account Representative will continue with follow up phone calls, letters or skip-tracing as needed to contact the consumer until the account is resolved. Once payment is received, a report is sent to the Department.

On the first Friday of every month, if the City would like Express Collections, Inc. to report to the Credit Bureaus, the delinquent accounts are then reported to the Credit Bureau, this has proven to be a driving result to assist in account recovery. Our success in account recovery is a result of consistency and follow-up. Our Collect!™ Software separates each Account Representative a list that is theirs to work until resolved. The list is worked by priority of follow-up dates offering a reminder for the Account Representative to call at certain times or dates. We assign fewer accounts to each representative to ensure proper time for quality of work on each account regardless of size.

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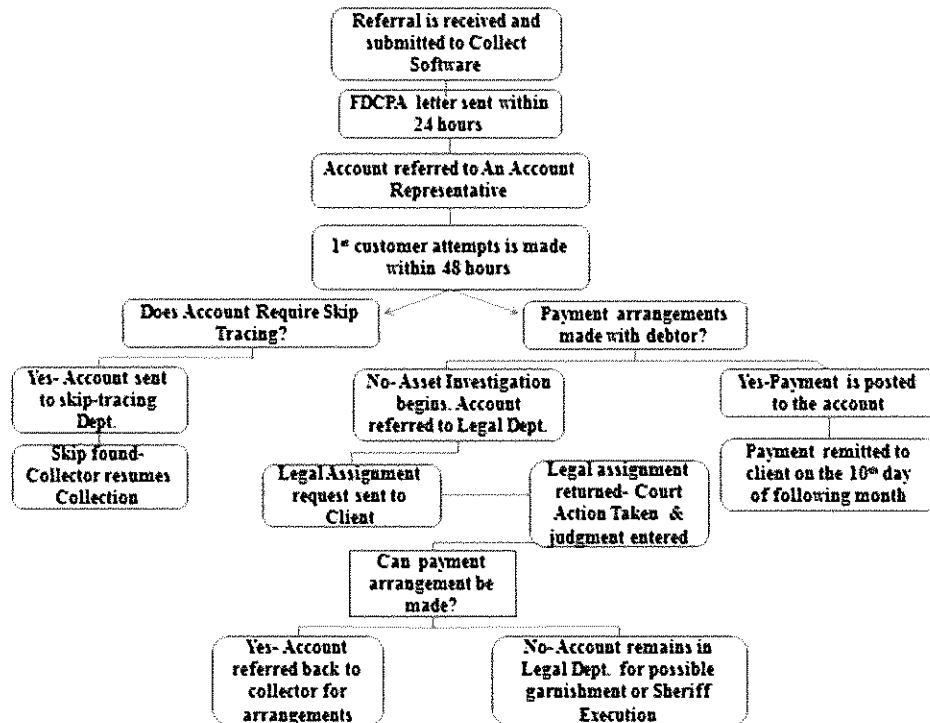
Express Collections, Inc. has been recognized as a leader in state-of-the-art technology, including the use of: Collect!™ Software, Client Access Web, PayStream, Credit Bureau Reporting, Accurint, CBC Innovis, ACT™, Avaya IP Phone Manager, Custom Call Reporter, and Off-site Backup.

A consumer has payment options he or she can call in a payment over the phone via debit card, credit card, or use a check by phone. He or she can also bring a payment into our office or use the mail to make a payment. Another option we have through [expresscollections.com](http://expresscollections.com) is [paymyaccount.net](http://paymyaccount.net). The PayStream system will offer a virtual collector to receive a payment in full or setup a payment plan with the virtual collector so long as the payment is within reasonable parameters the system will allow a payment plan. We are located in central downtown Rapid City therefore; a consumer may also bring in cash, check, or card to our office.

3. Standard reports that are available would consist of Debtor Status Reports, which lists the accounts placed for collections, balances, date placed, dates of last payment and status. Debtor Status Reports can be generated at any time upon request of the client. Client statements would consist of a list of payments made, the name of the debtor, account numbers, and balances. Client statements are generated on a monthly basis detailing the payment activity for the prior month and mailed. Our online service, Client Access Web, has several other reports that can be generated at any time. These reports show a list of accounts, organize and sort account by date of listing, age of account, balances and status. All reports can be delivered in a paper format by mail, fax, electronically by email, or directly downloaded from the Client Access Web portal.

With Client Access Web's report building features, the ability to create customized reports can be accomplished quickly and efficiently. Reports can be created to include as much or as little information as the Client desires, and organize it in a way that is beneficial to them. Reports generated from Client Access Web can be downloaded in multiple formats such as: Word, Excel, or PDF. The Client has access to create the reports themselves, or they can contact our Client Service Department with the information they are looking for and we can build a custom report for them. The clients authorized employees will have access 24 hours a day to log into Client Access Web. Training will be provided to the authorized representatives.

4. Our staff has over 25 years collection experience in first and third party collections. Our Account Representatives attend several FDCPA training courses and on-line seminars to assure our clients they can rest comfortably knowing their accounts are handled by a knowledgeable and professional staff. Various internal audits are performed by upper management to test our Account Representatives on their knowledge of FDCPA as well as professional telephone etiquette and techniques. This training is ongoing to maintain the most up to date laws and regulations in the collection industry.
5. The following is an operational flow chart for example of Express Collections, Inc. collection process to reflect the legal process. There is not a specific timeline to take Legal Action as every account is different based on circumstances. Once the Account Representative has done the Asset Investigation he or she will make a determination if Legal makes sense. He or she will review the account with the Operations Manager for the next step. If determined Legal is the best route to take then a Legal Assignment request will be sent to the Client to approve or deny.



- Express Collections has been servicing account receivables in several cities in the Black Hills for over ten years. Those cities include Spearfish, Hill City, Box Elder, Belle Fourche, Custer, and Edgemont.

## PAYMENT

- Express Collections, Inc. is completely flexible with the terms of invoice payment from our clients. If a consumer comes into the clients' office and makes a payment, the client can either call Express Collections, Inc. to pick up the payment or the client can deposit the payment and we can invoice the commissions to the client. We will tailor payment to what is easiest for the City to bookkeep. And again Express Collections Inc. has no required payment method, whatever is the process the City has we will comply.
- Express Collections, Inc. will tailor its operations to meet the City's needs of a 45 Day Billing Cycle.

## **COST**

1. Express Collections will not be offering a FEE Schedule in this proposal. We would like to offer 24% for Collections and 24% for the Legal Process as well. The straight across the board fee schedule will eliminate any confusion on what is being charged at any given time. Therefore, there will not be any changes in fees for any process to change.
2. There will not be any differences in the quoted fees in relation to legal action or any other action.

## **PERSONNEL AND CONTACT**

1. Account Executive: Express Collections has designated Kristen Sigler as the individual to support the collection services for the primary interface between the City and Express Collections, Inc. The City reserves the right to require a change in representatives for the positions outlined if service is unsatisfactory. Activities associated with this individual will include but not limited to the development and set-up of the collection process.
  - a. Kristen Sigler is the Client Services Representative, located at 818 Saint Joseph St Suite 200, Rapid City, SD 57701/ Kristen currently handles all of the client services at 1053 Clients. Kristen contacts all clients at least once a month for follow-up on services and handles incoming calls, faxes, and emails from clients throughout the month.
  - b. The following are the office office personnel that offer back-up assistance to Client Services:

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Dawn Martinez, Sales Manager; [dawn@expresscollections.com](mailto:dawn@expresscollections.com); 605-721-7251; Jennifer Meier, Operations Manager; [Jennifer@expresscollections.com](mailto:Jennifer@expresscollections.com), 605-343-1311; Michele Anderson, Vice President/CFO, [Michele@expresscollections.com](mailto:Michele@expresscollections.com), 605-343-1311; and Troy Anderson President/CEO, [Troy@expresscollections.com](mailto:Troy@expresscollections.com), 605-343-1311.
  - c. The address to remit all payments is PO Box 9307 Rapid City, SD 57709.
  - d. The phone number available for questions is 605-343-1311.
  - e. The method of contact will be phone, fax, email, or personal visit. The phone number is 605-343-1311, fax is 605-342-7195, and the email is [Kristen@expresscollections.com](mailto:Kristen@expresscollections.com).

- f. Express Collections, Inc. email address is [www.expresscollections.com](http://www.expresscollections.com). From there the assigned representative with purpose to this RFP is Tracy Davis will have access to sign in. Click on the member login in the top left corner. Your Client ID is: and the Username is Tracy; the Password is: in lower case, password. From here you will be able to see and have access to our Client Access Web and see all of our internet access possibilities.
2. Implementation: Express Collections, Inc. is open to any processes that are currently being used to submit accounts. We can pick up accounts, the City can upload them on Client Access Web, and the City can fax or email them. Whichever the client prefers we can handle any process. Kristen Sigler, Client Services; Dawn Martinez, Sales Manager; Jennifer Meier, Operations Manager; and Michele Anderson, Vice President; can all handle and accept the responsibilities for implementing the plan within the organization. Client Access Web will be setup for the City to review accounts, place accounts for collections, and review any reports.
3. References:
  1. West River Electric: Branch Manager, Dave Semerad; Phone number, 605-393-1500; email, [dsemerad@westriver.com](mailto:dsemerad@westriver.com);  
West River Electric has been a Client since April 21, 2009.  
Rate of Currency Recovery is 33% with 1641 accounts listed and 689 accounts recovered to date in total amount listed at \$311,432.
  2. Butte Electric Cooperative, Inc.: Office Manager, Colleen Shriner; Phone Number, 605-456-2494;  
Email, [colleen@butteelectric.com](mailto:colleen@butteelectric.com);  
Butte Electric Cooperative, Inc. has been a Client since November 8, 2008.  
Rate of Currency Recovery is 34% with 454 accounts listed and 189 accounts recovered to date in total amount listed at \$127,178.
  3. Knology of the Black Hills: A/R, Brenda Grabow; Phone Number, 605-721-2094;  
Email, [Brenda.grabo@wideopenwest.com](mailto:Brenda.grabo@wideopenwest.com)  
Knology of the Black Hills, now WOW, has been a Client since December 30, 2000.  
Rate of Currency recovery is 43% with 1405 accounts listed and 763 accounts recovered to date in total amount listed at \$453,311.

#### 4. Additional Information:

##### a. Employee Hiring, Training, and Monitoring Process:

Express Collections, Inc. utilizes a local hiring agency in addition to referrals from other financial institutions, when hiring. Upon hiring we look at education level, experience, and the “right” fit to our team.

The initial training process generally takes 7-10 days with ongoing training and certification within six months to ensure the individual’s ability to learn and retain information to be successful.

Our Account Representatives attend several in house training programs along with continuing education of the collection and credit industry through the American Collector’s Association (ACA). Collectors begin with training in the Fair Debt Collection Practices Act (FDCPA) through ACA. They must complete the course and achieve a minimum score of 90% on the final exam before they are allowed to continue with additional training. Collectors are also required to read and sign ACA’s Collector’s Pledge.

After FDCPA training, Account Representatives continue with the Professional Telephone Collector’s Techniques course. This training program teaches problem solving skills to help collectors overcome stalls and objections to help the consumer reach a solution to satisfy their debts. The program teaches the *Maslow’s Hierarchy of Needs* to help Account Representatives recognize the different and unique circumstances that consumers may be confronted with, so that he or she can help guide the consumer to develop reasonable solutions.

Account Representatives are required to obtain a passing score on the programs final exam before continuing with further training.

The Health Insurance Portability and Accountability Act (HIPAA/HITECH) training will follow to guide the Account Representatives on the importance on consumer privacy in the collection of health care accounts. HIPAA training goes over all the applicable laws of handling protected health information, how to store and retrieve it, and how it can be used in the collection process.

Fair Credit Reporting Act (FCRA), Red Flag Policies, and Gramm-Leach Bliley Act policies are a combined training presented by a certified instructor and address key points in detecting identity theft and consumer disputes. Account Representatives are taught how to research and resolve complaints and disputes,



when and where to report identity theft issues, breaches of sensitive information, identity theft, and disputes affect credit reporting.

Account Representatives begin computer training once all the collection training has been completed. Computer training usually takes 2-3 days of shadowing experienced collectors and working one on one with a member of management to learn the collection software, skip-tracing sites, internal report forms, and additional resources used in the collection process. Our office makes sure that he or she fully understands the collection software and all its capabilities to maximize their time and collection efforts effectively.

Finally, Account Representatives go through a one on one training/presentation with a member of our sales team. He or she will learn the importance of what the sales department role is in the collection process. Account Representatives are taught proper etiquette in handling calls from clients of when and who to refer calls to.

b. Accounts to collector ratio:

Express Collections Inc. assigns one-third less accounts to each collector than most collection services. This eliminates the possibility of skimming. Each collector is assigned approximately 3000 accounts. All accounts are worked equally, regardless of account balance or age. Our clients are assured that each account is worked properly and given the attention needed to increase recovery.

c. Quality Control

Our philosophy at Express Collections, Inc. is to enhance recovery and maintain customer goodwill. Our collection practices are ethical, professional, and follow all State and Federal Laws. Our customer service approach is used to remind consumers of their outstanding balance and attempts to either secure payment in full, or establish payment arrangements. Our Account Representatives maintain a customer service tone throughout the collection process. Our philosophy is that tenacity and repetition is more effective than confrontation. It is important to us to maintain and enhance the image of the creditors we work with. We want our services to be viewed as an extension of our client's business office.

Successful recovery requires a staff of highly skilled professionals. Express Collections, Inc. is comprised of highly motivated professionals with proven track records. Each member of our staff is continually updated on the laws applicable to our industry through online courses and materials provided through ACA as

they become available throughout the year. Training and refreshers include areas of FDCPA, FCRA, effective telephone techniques, soft skills, problem solving, and any time there are major changes in laws that affect the collection industry. Leveraging the latest technology to successfully execute investigation and skip tracing, in conjunction with highly effective telephone techniques, ensures our clients incomparable results. Our clients are our partners, not just a source of new placements. We will work with each client to develop specific, dependable, and realistic solutions.

Express Collections, Inc. strives to respond to all questions and concerns upon the first point of contact to avoid service issues. In the event the service issue cannot be resolved immediately, a follow up contact may be required. Service requests may also be submitted through Client Access Web or email 24 hours a day, 7 days a week. These requests will be addressed within one business day.

d. Client Access Web:

You can log into our Client Access Web to give it a try and see the uses and reports available to you by going to [www.expresscollections.com](http://www.expresscollections.com) and logging into the member login.

Client ID: 3000

User Name: Test

Password: collections (case sensitive)

**REQUIRED CONTRACT PROVISIONS:** The contract with Express Collections, Inc will meet the following conditions:

1. Termination for Cause: The City may terminate the contract resulting from the RFP at any time if Express Collections, Inc. fails to carry out the terms, or fails to make substantial progress toward the fulfillment of terms, as specified in this document and the resulting contract documents.
2. Terminations for other reasons:
  - By mutual Agreement of both parties; upon receipt and acceptance of not less than a ninety (90) days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period , without penalty to either party.
  - By notification of either party that the contract will not be automatically renewed at the end of the two year period.
3. Choice of Law – South Dakota without regard to choice law provisions.
4. Venue – Either Seventh Judicial Court for Pennington County, South Dakota located in Rapid City, SD of the United States District Court for the District of South Dakota, Western Division located in Rapid City, SD.
5. City will not defend, indemnify, or hold Express Collections, Inc. harmless in any manner.

BETTER BUSINESS BUREAU  
**INTEGRITY**  
AWARD WINNER

Express Collections Inc. Is the only Collections Agency to ever receive the Better Business Bureau Integrity Award! We strive to handle your consumers as an extension of your office.

