

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**AGREEMENT FOR COLLECTION SERVICES
DELINQUENT EMERGENCY MEDICAL SERVICES ACCOUNTS AND
JUSTICE OF THE PEACE COURT FEES AND FINES
SOQ 11-029**

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, this Agreement for Collection Services of Delinquent Emergency Medical Services Accounts and Justice(s) of the Peace Court Fines and Fees is entered into by and between the parties pursuant to SOQ # 11-029; and

WHEREAS, Fort Bend County Emergency Medical Services (FBCEMS) is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the Electronic Transaction, Security and Privacy Standards (the "Standards") promulgated by the Department of Health and Human Services ("HHS") thereunder, which Standards are set forth in 45 C.F.R. Parts 142, 160, 162 and 164.

WHEREAS, FBCEMS' direct and indirect use and disclosure of individually identifiable health information is subject to HIPAA and the Standards;

WHEREAS, County is desirous of obtaining services from Contractor to assist in the collection of FBCEMS delinquent accounts receivable and delinquent court fees and fines;

WHEREAS, Contractor is, for purposes of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and the Standard published thereunder, a "Business Associate;" and

WHEREAS, Contractor wishes to provide third party accounts receivable collection services upon the terms and conditions herein stated.

NOW THEREFORE, in consideration of the foregoing covenants and promises, the adequacy and sufficiency of which is hereby acknowledged, the parties mutually agree to the following terms and conditions:

I.
SERVICES PROVIDED BY CONTRACTOR

- 1.01 Contractor shall enforce the collection of delinquent Emergency Medical Services accounts and delinquent court fees and fines for the Justice of the Peace Courts (hereinafter “delinquent accounts”) pursuant to the terms and conditions described in this Agreement, County’s SOQ # 11-029 and Contractor’s response to SOQ # 11-029, attached hereto as Exhibits A & B, incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor shall perform third party collection services on delinquent fees and fines and for referred patient accounts receivable within the limits of the Health Insurance Portability and Accountability Act, the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142,160, 162 and 164, the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et.seq., applicable Medicare and Medicaid rules and regulations and other state, federal and local laws.
- 1.03 Contractor shall have the authority to negotiate installment payment plans within the recommended framework as described below on all delinquent accounts of less than one (1) year old as follows:
- | Account Balance | Months to Pay |
|-----------------|---------------|
| \$300 - \$600 | 3 months |
| \$600 - \$900 | 6 months |
| \$ 900 + | 9 months |
- 1.04 Contractor shall have no authority and is prohibited from negotiating account settlement for amounts less than the full amount of the delinquent account.
- 1.05 Contractor shall be responsible for monitoring all accounts in their possession for compliancy to negotiated agreements. Contractor shall refer all payments directly to the County’s destination of choice. Additionally, Contractor shall send any associated account information to Fort Bend County Emergency Medical Service Billing Department and/or to the specific justice courts that have assessed or levied the fees and fines being collected pursuant to this Agreement. Contractor reserves the right to return all accounts not collected within one (1) year of referral by County, as well as any accounts identified as being in bankruptcy.
- 1.06 Upon written notification to Contractor, County shall be permitted to withdraw any delinquent account(s) referred to Contractor. Contractor agrees to return all data and information relating to such delinquent accounts to County within thirty (30) days of its receipt of the notice of withdrawal.
- 1.07 Contractor reserves the right to return all delinquent accounts not collected within one (1) year of referral by County, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement regarding said returned delinquent accounts.

II.
REFERRALS

- 2.01 County shall refer all delinquent accounts by electronic or magnetic medium, in a mutually agreed upon format, to Contractor for collection, on or about the first (1st) and fifteenth (15th) day of each month. An account is considered delinquent when not paid within ninety (90) days of the due date posted on the bill or when not paid within ninety (90) days of the scheduled appearance date (if the defendant failed to appear), or any granted extension, or from the date of conviction or judgment, or other court specified due date. However, County may refer accounts

in default to Contractor prior to becoming delinquent, at County's option. County will provide Contractor with copies of, or access to, the information and documentation reasonably necessary to collect the fees and fines that are subject to this Agreement. Any computer hardware, software, programming services and/or in-house personnel services required of Contractor to perform the duties of this Agreement is included in this Agreement.

- 2.02 Contractor shall perform third party collection services on referred patient accounts receivable and on justice of the peace court fees and fines on behalf of County on debts that are in default as determined by County.

III.

NECESSARY INFORMATION TO EFFECTUATE SERVICES

- 3.01 County authorizes Contractor to commence customary and standard third party collection procedures to effectuate payment of a referred account when County provides Contractor with the patient/responsible party information and which pertains to a patient's account receivable and/or when County provides Contractor with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this Agreement.
- 3.02 Contractor has determined that, in order to perform these services for the County specified herein, the following information regarding the patient to whom healthcare services were rendered and the responsible party for payment of such services (if not the patient) constitutes information regarding the patient and the responsible party that may be needed by Contractor.
- 3.03 Contractor understands that the County is relying on Contractor's determination of the minimum information it requires in connection with Contractor services under this Agreement. If, in connection with performing its services hereunder, Contractor determines that it needs or requires additional information from the County regarding the patient or responsible party, as the case may be, Contractor's request for such information will be considered a representation by Contractor that the requested information is reasonable and necessary for the performance of its services under this Agreement.
- 3.04 The parties agree that the following information may be necessary for Contractor to reasonably effectuate services under this Agreement for delinquent Emergency Medical Services accounts:
- (A) Name and address of responsible party;
 - (B) Name and address of patient;
 - (C) Date of birth of responsible party;
 - (D) Date of birth of patient;
 - (E) Social security number of responsible party;
 - (F) Social security number of patient;
 - (G) Payment history pertaining to the account;
 - (H) Name and address of any healthcare provider and/or health plan pertaining to the account;
 - (I) Driver's license number of responsible party if available;
 - (J) Driver's license number of patient, if available;
 - (K) Upon Contractor's receipt of a written request from patient requesting verification of the account information, County shall provide Contractor with an itemization of the services and the date(s) such service(s) were rendered to the patient and which pertain to the account receivable referred to Contractor pursuant to this Agreement; and
 - (L) Insurance information.
- 3.05 The parties agree that each of the above listed items is reasonably necessary for Contractor to perform services under this Agreement and to comply with applicable law.

IV.
TERM AND TERMINATION

- 4.01 This Agreement shall commence upon execution of the last party to sign this Agreement and shall continue until September 30, 2012. Thereafter, this Agreement shall automatically renew each October 1 for two (2) years, unless a party to the agreement notifies the other in writing thirty (30) days prior to the renewal date that the agreement will not renew.
- 4.02 Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party, with or without causes.
- 4.03 The effective date of any termination by County shall be thirty (30) days from the date the notice of termination is received in writing by Contractor; said thirty (30) day period being deemed adequate for the purpose of Contractor in winding down its affairs with regards to work in progress. In the case of termination by Contractor, the effective date of termination shall be thirty (30) days from the date notice of termination is received.
- 4.04 County is entitled, but is not required, to refer additional accounts to Contractor after notice of termination has been received by Contractor. In any event, Contractor shall be entitled to payment of its fee, pursuant to the terms of this Agreement, for all amounts collected on referred accounts during the thirty (30) day "winding down" period. At the end of that period, all accounts shall be returned to County by Contractor.
- 4.05 To the extent feasible and regardless of the reason for termination of this Agreement, Contractor shall return or destroy all protected health information [as defined by the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164], received from, or created or received by Contractor on behalf of the County that Contractor still maintains in any form. Contractor shall retain no copies of such information or, if such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

V.
COMPENSATION OF CONTRACTOR

As compensation for legal and collection services provided pursuant to this contract, County agrees to pay to Contractor a thirty-percent (30%) contingent fee of the total amounts actually collected by the County on those delinquent accounts that are referred to Contractor by the County for collection. This contingent fee will not be calculated upon any legislative reimbursement fee that COUNTY may authorize and submit for collections. County shall pay said funds on a monthly basis by check or wire transfer. County agrees to pay the fee payable under this Agreement no later than the 30th day following the end of the calendar month within which the fee is paid to County.

VI.
USE OF DATA AND INFORMATION

- 6.01 Limitations on Use and Disclosure of Minimum Necessary Information: The parties agree that Contractor may use and disclose the above listed information for the proper management and administration of Contractor and to carry out the legal responsibilities of Contractor, including but not limited to its duties under the Fair Debt Collection Practices Act and as otherwise provided in this Agreement.

- 6.02 Role Based Controls: Contractor agrees to use reasonable efforts and implement reasonable controls to limit access, use and further disclosure, in whole or in part, of the [Information] to those employees, officers, directors, authorized agents, vendors and subcontractors whose ability to perform their job functions or render services to Contractor may require such access, use or disclosure of Information. Authorized agents, vendors and subcontractors of Contractor include, but may not be limited to, its attorneys, accountants and accounting service providers, providers of hardware, software and middleware used by us in connection with services to the County, technical support service providers, letter services, location information services, and phone information services.
- 6.03 County shall have the right to audit Contractor's methods, practices, procedures and/or records as they pertain to this Agreement.
- 6.04 Electronic Data Exchange: County and Contractor shall adhere to the electronic data exchange protocols as provided in Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142. The following encryption and sender/receiver protocols shall be adhered to by the parties throughout the term of this Agreement: 128bit encryption on Point-to-Point Tunneling Protocol.

VII.

RECORDS & COMMUNICATIONS COMPLIANCE PROVISIONS

- 7.01 Healthcare Provider Assurances: In addition to all other representations, terms and conditions provided in this Agreement, County represents and agrees that:
- (A) Accounts referred to Contractor pursuant to this Agreement are in default;
 - (B) County has and shall obtain throughout the term of this Agreement, all necessary consents under 45 C.F.R. § 164.506(c), sufficient to permit the disclosure of protected health information to Contractor and to permit Contractor to perform services incidental to this Agreement;
 - (C) The uses and disclosures of protected health information under this Agreement are consistent and in accordance with County's privacy policies and procedures adopted pursuant to the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142,160, 162 and 164;
 - (D) County shall immediately notify Contractor of any restrictions placed on the use of protected health information pertaining to a referred account with sufficient detail so as to allow Contractor to honor such restrictions;
 - (E) If County knows or has reason to know that the consumer for whom it has or does provide service disputes the account, is represented by an attorney or has filed bankruptcy, County shall notify Contractor of this knowledge upon receipt thereof;
- 7.02 Business Associate Assurances: In addition to all other representations, terms and conditions provided in this Agreement, Contractor represents and agrees that with respect only to the information provided by the County or "health information" obtained by Contractor in connection with services rendered for the County under the Agreement that:
- (A) Contractor shall not use or further disclose Information pertaining to the recipient of County's services or any responsible party on a referred account other than as permitted or required by this Agreement or as required by law;
 - (B) Contractor shall use appropriate safeguards to prevent the use or disclosure of the Information pertaining to the recipient of County's services or any responsible party on a referred account other than as provided for in this Agreement;
 - (C) Contractor shall notify County of any use or disclosure of the information not provided for by

this Agreement of which it becomes aware;

- (D) Contractor shall make available protected health information in accordance with the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 164.524;
 - (E) Contractor shall make available for amendment and incorporate any amendments to protected health information in accordance with the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 164.526;
 - (F) County has determined that the uses and disclosures of the Information specified in this Agreement, whether by County, Contractor or their authorized agents and subcontractors are made and authorized as part of treatment, payment and healthcare operations relating to the County. Contractor will use its reasonable best efforts to maintain records of any use or disclosure of Information not provided for in this Agreement by Contractor, its officers, directors, employees, agents and subcontractors and, to the extent known by Contractor, report to the County any use or disclosure by such persons not authorized by this Agreement and provide such information to the County upon written request of the County, which request shall be made only in connection with an accounting request made to the County under the then applicable HIPAA Standards. Information regarding any unauthorized use or disclosure of Information shall be maintained by Contractor for a period of not less than six (6) years from the date of such unauthorized use or disclosure.
 - (G) Contractor shall make its internal practices, books and records relating to the use and disclosure of protected health information received from, or created or received by Contractor on behalf of the County, available to the Health and Human Services Secretary for the purposes of determining the County's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164.
 - (H) Contractor shall train appropriate staff so as to assure compliance with this Agreement and the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164.
 - (I) Contractor's obligation to provide Information, to make corrections or amendments to Information, to respond to the written instruction/request of the County; or to deliver Information and documentation to the County shall only be as directed, in writing, by the County.
- 7.03 Document Retention and Availability: In addition to the provisions detailed in Section 7.02 of this Agreement, Contractor shall maintain all books, documents, papers, and other evidence pertaining to costs incurred, labor expended, and work and services performed in connection with this Agreement and shall make such materials available at this office at reasonable times during the Agreement period, and copies thereof shall be furnished upon request to authorized representatives of County.
- 7.04 Document Retention Necessary to Verify Costs: Pursuant to 42 U.S.C. 1395X (v)(1)(I) and 42 C.F.R. 402.300 - 402.304, the parties agree that Contractor shall, until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, retain and make available, upon written request by the Secretary of the US. Department of Health and Human Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the contact and books, documents and records of Contractor that are necessary to verify the nature and extent of the costs of the services under this Agreement.
- 7.05 Limitations on Interaction with Recipients of County's Services: Contractor's communications with any recipient of County's services shall be limited to communications incidental to its performance of accounts receivable collection services to effectuate payment. Unless otherwise agreed by the parties in writing, Contractor shall not be permitted to provide recipients of

County's services with any information pertaining to services rendered on their behalf or account information. Any such requests for information shall be the sole responsibility of County.

- 7.06 Audit: Contractor shall make the following records available for an audit at its office at reasonable times upon reasonable prior written notice to Contractor during the Agreement period, said audit to be performed by County's patient and/or court accounting staff, County's internal auditors or their outside accounting firm selected and compensated by County.
- 7.07 Use of Subcontractors or Agents: To the extent Contractor uses agents or subcontractors to assist it in performance of services under this Agreement and performance by the agents or subcontractors necessitates their access to, use or disclosure of any item of Information, Contractor will not provide its agents or subcontractors any Information unless the agent or subcontractor has agreed, in writing, that the provisions of this Agreement relating to the use, access, disclosure or audit of information are binding upon and applicable to the agent or subcontractor to the same extent such provisions are binding on, and applicable to Contractor.

VIII. CONFIDENTIALITY

- 8.01 Security: Contractor shall at all times during this Agreement maintain security procedures in accordance with the Health and Human Services Department Standards for Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 & 164.
- 8.02 Maintenance of Confidential Information: Contractor agrees to hold in confidence and safeguard all information that is submitted or provided by County or any data, information, discoveries, materials and compilations developed pursuant to this Agreement (collectively referred to as "Information.")
- 8.03 Contractor agrees not to (A) use such Information for its own benefit or for the benefit of others, (B) to reproduce such Information, (C) to disclose Information to others without the prior written consent of County or (D) to disclose any information received of County pursuant to this Agreement that would violate the requirements of the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 if done by the County.
- 8.04 Contractor further represents that neither Contractor, nor any agents or subcontractors of Contractor, will disclose any Information other than as permitted or required by this Agreement or law.
- 8.05 Contractor will take reasonable precautions to prevent the use or disclosure of Information other than as provided in this Agreement or required by law and will report any use or disclosure of Information not allowed under this Agreement or required by law to County.
- 8.06 Contractor represents and agrees that any agents or subcontractors of Contractor shall be contractually required to agree to the same restrictions and conditions pertaining to the use and disclosure of Information as required by Contractor pursuant to this Agreement.

IX. NOTICE

- 9.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 9.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

9.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Linebarger Goggan Blair & Sampson, LLP
The Terrace II
2700 Fortuna Drive, Suite 400
Austin, Texas 78746

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Jeff Council
County Treasurer
301 Jackson, Suite 514
Richmond, Texas 77469

9.04 Either party may designate a different address by giving the other party ten (10) days written notice.

X.

INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ALL LIABILITIES, LOSSES AND/OR COSTS ARISING FROM CLAIMS FOR DAMAGES, OR SUITS FOR LOSSES OR DAMAGES, INCLUDING REASONABLE COSTS AND ATTORNEY'S FEES, WHICH MAY ARISE AS A RESULT OF CONTRACTOR'S PERFORMANCE OF THE SERVICES DESCRIBED IN THIS AGREEMENT. THE INDEMNITY PROVISION OF THIS CONTRACT SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND THAT RESULTS FROM THE SOLE NEGLIGENCE OR FAULT OF COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS. FURTHERMORE, IN THE EVENT OF JOINT AND/OR SHARED NEGLIGENCE OR FAULT OF COUNTY AND CONTRACTOR, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER PARTY. THE PROVISIONS OF THIS PARAGRAPH ARE INTENDED FOR THE SOLE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHT, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSONS OR ENTITIES.

XI.

MISCELLANEOUS

- 11.01 Contractor shall not, without the prior written consent of County, assign, transfer, or otherwise dispose of this Agreement, any claim thereunder, any interest therein, or any moneys due or to become due thereunder.
- 11.02 Contractor shall provide County with copies of any subcontractor or agent contracts upon request throughout the term of this Agreement.

- 11.03 This Agreement is made and is to be interpreted under the laws of the State of Texas. Venue shall be in Fort Bend County.
- 11.04 In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this Agreement.

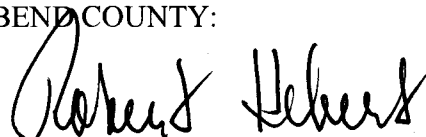
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

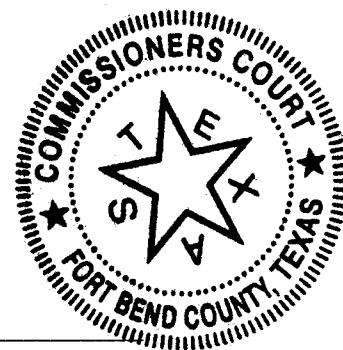
XII.
EXECUTION

In consideration of the terms and compensation herein stated, Contractor hereby accepts said contract for services and undertakes performance of said Agreement as set-forth above. This Agreement is executed on behalf of County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its official minutes. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.


WITNESS the signatures of all parties hereto on the dates so indicated.

FORT BEND COUNTY:

By 
Robert E. Hebert, County Judge



10-27-2011
Date
*Approved by Commissioners Court
September 27, 2011*

ATTEST:

Dianne Wilson, Fort Bend County Clerk

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP


Richard S. Hill, Partner

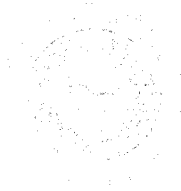
10/27/11
Date

Attachments:

- Exhibit A: County's SOQ # 11-029
- Exhibit B: Contractor's response to SOQ #11-029

MER:Linebarger.EMS & Court Collections:2012 agreement:3598.

Exhibit A
Fort Bend County Specification Download Acknowledgment



Statement of Qualifications

Collection Services of Delinquent Accounts

Q11-029

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

Fort Bend County, Texas
Statement of Qualifications



Collection Services of Delinquent Accounts
Q11-029

SUBMIT SOQS TO:

**Fort Bend County
Purchasing Department**

Rosenberg Annex
4520 Reading Road, Suite A

Rosenberg, TX 77471

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

**Thursday, February 3, 2001
1:30 PM (Central)**

MARK ENVELOPE:

**Q11-029
Collection Services Delinquent Accounts**

***ALL SUBMITTALS MUST BE RECEIVED IN COUNTY PURCHASING
OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
SUBMITTALS RECEIVED WILL THEN BE OPENED AND NAMES
PUBLICLY READ. SUBMITTALS RECEIVED AFTER THE SPECIFIED
TIME WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to respondents in
writing after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this document
Requests for information must be in
writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us)

Vendor Information

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 Objective:

Fort Bend County, herein requests statements of qualifications for collection services of delinquent Fort Bend County, Texas accounts. These accounts include Emergency Medical Services and Justice of the Peace accounts which have been billed or imposed and for which payment has not been made to or received by Fort Bend County, Texas.

2.0 General:

- 2.1 The selected firm will be requested to submit a proposal to effectively collect the aforementioned delinquent accounts. Fee for service shall expressed as a percentage of collection (i.e. 10% of a \$100 collection will be paid to collection firm and 90% returned to the County
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.3 Submittals and any other Respondent information in response to this SOQ shall become the property of Fort Bend County.
- 2.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Fort Bend County makes no guarantee that an award will be made as a result of this SOQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this SOQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this SOQ.

3.0 Insurance:

Before commencing work, the Respondent shall be required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Respondent shall obtain and keep in full force and effect until throughout the Project the insurance coverages hereinafter specified; such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

- 3.1 All respondents must submit, with SOQ, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

- 3.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 3.3 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 3.4 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 3.5 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.
- 3.6 Professional Liability insurance with limits not less than \$1,000,000.

All Liability insurance policies, except Professional Liability and Workers Compensation, shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

4.0 Indemnification:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 4.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 4.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 4.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 4.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 4.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 4.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 4.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

5.0 Scope of Work

- 5.1 Research, identify and collection of delinquent Fort Bend County, Texas accounts billed or imposed by the County's Emergency Medical Service and/or Justice of the Peace.
- 5.2 Research facility within Fort Bend County will be discussed with selected firm.
- 5.3 Delinquent account information will be made available to selected firm.
- 5.4 Only those accounts submitted by EMS or JP to selected firm are eligible for collection efforts.

6.0 Basic Qualifications:

Respondents shall provide the following information with their submittal. This information will be used in part to evaluate each firm during the selection process. The information is to be in the following format:

- 6.1 **Qualifications:** The respondents must provide firm qualifications demonstrating the capability, the credentials, the skill set and the capacity to perform and complete the prescribed scope of work. Resumes of key personnel should be provided with specific designations for the proposed project manager. Indicate the number of employees within the firm. Indicate the firm's proposed work load excluding this effort. Indicate the number of employees assigned to this effort. Indicate the firm's proven ability to perform effectively and timely at this level of service.
- 6.2 **Level of Experience:** Identify past projects, including size, scope, complexity and specific services provided. Indicate number of years in business. Indicate number of years conducting collection services. Group projects by type governmental and private sector.

7.0 Qualifications and Evaluation Factors:

The following criteria will be used in selecting the Firm:

- 50% Understanding of Scope of Work: Parties demonstrate their ability to meet the required qualifications listed in the above Article “Basic Qualifications”. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to accomplish the required collaboration, scheduling and coordination required for this type of service. Indicate methodologies for effective and timely collection. Provide support data for usage of indicated methodologies.
- 50% Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing collection efforts. List only projects completed within the last 5 years; provide the name and location of each project, the client, the project fee, and a contact person and phone number.

8.0 Format of Response:

The County requires that all responses be submitted in the following format. One (1) original paper submission and one (1) electronic responses on CD. CD must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD is cause for disqualification. Statement of Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 25 pages**). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either “portrait” or “landscape” format with binding on either long or short side. Responses are to be in the following order and must detail requirement as outlined above:

- 8.1 Cover letter
- 8.2 Table of Contents
- 8.3 Detailed statement assuring firm fully understands scope of work.
- 8.4 Detailed qualifications of the firm.

9.0 Selection Process:

Statements of Qualifications will be evaluated by a Review Committee appointed by Fort Bend County Commissioners Court. The Review Committee may be comprised of County staff. The committee will review Statements of Qualifications submitted and develop a short list of not more 5 firms. These firms may be requested to submit additional information and may be invited to interview with the Committee. Based on further review after the interviews, the Review Committee will forward their recommendations to the Fort Bend County Commissioners Court.

10.0 Questions:

Questions about this Statement of Qualification Package should be directed in writing to Debbie Kaminski, CPPB, Assistant County Purchasing Agent at 4520 Reading Road, Suite A, Rosenberg, Texas 77471, fax (281) 341-8645 or by e-mail to kaminskd@co.fort-bend.tx.us **Questions will be accepted until Friday, January 28th @ 5:00 PM.**

Exhibit B

Fort Bend County, Texas

Statement of Qualifications for Collection Services of Delinquent Accounts, Q11-029

Deadline: February 3, 2011 at 1:30 PM



Linebarger Goggan Blair & Sampson, LLP

ATTORNEYS AT LAW

www.publicans.com

Contacts

Norman J. Nelson
Managing Partner
713.844.3460

Richard Hill
Partner
713.844.3450

© 2011

Linebarger Goggan Blair & Sampson, LLP
1300 Main, Suite 300, Houston, Texas 77002 • 713.844.3400 • Fax 713.844.3501

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
1300 MAIN, SUITE 300 (77002)
P.O. BOX 3064 (77253-3064)
HOUSTON, TEXAS
713/844-3400
FAX 713/844-3501

February 3, 2011

Ms. Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

RE: Q11-029, Statement of Qualifications for Collection Services of Delinquent Accounts

Ms. Debbie Kaminski, CPPB:

On behalf of the law firm of Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan), I am pleased to submit this statement of qualifications to provide collection services of delinquent accounts to Fort Bend County, Texas (County).

Linebarger Goggan has been honored to represent Fort Bend County in the collection of court fees and fines for the last 10 years, EMS collections for the last eight years, and delinquent tax collections since 1987. We take pride in our 24-year history of collecting delinquent receivables for Fort Bend County. Revenues from the collection of delinquent medical accounts for Fort Bend County EMS have increased by more than \$1.9 million since January 2005. We have also collected over \$44.4 million in delinquent property taxes for the County in the last 10 years of representation (July 2000 – June 2010). Our success is largely attributable to the extent of personal and professional attention we expend in our collection efforts. The County can be assured that our law firm will always treat its delinquent account holders with the highest level of courtesy, while at the same time providing highly effective collection services.

Our law firm offers the County a proven collection program comprised of strong local expertise and nationally recognized collection resources. Linebarger Goggan has a 35-year track record of providing first-tier collection representation for its clients, and is one of the largest delinquent collections law firms in the nation. Linebarger Goggan currently represents almost 2,000 local, state, and federal governmental entities in the collection of delinquent receivables. We collect approximately \$1 billion annually for our clients. Linebarger Goggan has combined the disciplines of law, accounting, and technology to form a collection program that has achieved unprecedented results for our governmental clients. Our goal is to provide governmental entities with a level of collection services that surpasses the industry standard for collection agencies.

In the 1990s, Linebarger Goggan pioneered the collection of delinquent governmental court fines and fees owed to Texas counties. Linebarger Goggan collects delinquent court fines and fees for 162 clients nationwide, including 128 in Texas. We currently collect delinquent governmental fees and fines receivables for 37 Texas counties, including Harris, Galveston, Liberty, Jackson and Matagorda Counties.

In addition to Fort Bend County EMS, we provide healthcare collection services to 14 other clients around the country. Our healthcare clients include nearby Montgomery County Hospital District, Galveston County Health District and Harris County Hospital District.

COLORADO • DELAWARE • FLORIDA • ILLINOIS • MARYLAND
MISSOURI • NEVADA • OHIO • PENNSYLVANIA • TENNESSEE • TEXAS • VIRGINIA

Today, Linebarger Goggan has 44 offices (31 in Texas) in 12 states and employs more than 1,200 collection professionals, including 112 attorneys. We have been part of the Houston community for the past 27 years, maintaining an office in downtown Houston since 1984. This office employs 333 professional staff, including 19 attorneys. We have gained the respect and loyalty of our clients because they have confidence in our people, our collection methods, and the results we achieve.

Linebarger Goggan believes that the County will benefit from retaining our law firm, rather than a general collection agency, to collect delinquent Justice of the Peace and emergency medical services accounts. Delinquent account holders generally perceive collection notices and phone calls from our law firm as being more serious than those of collection agencies. As such, law firms generally get better results than those of a typical collection agency. As a law firm, we can offer the County legal advice and legal services. In addition, as a law firm, we must adhere to the stringent ethical requirements promulgated by the Texas Supreme Court, a condition that typical collection agencies do not have to meet.

Linebarger Goggan strives to not only meet, but to exceed, our clients' expectations. A prime example of our ability and willingness to work to the benefit of our clients is the enactment of Texas Code of Criminal Procedure, Article 103.0031, the State law being utilized today by Texas governmental entities that authorizes the 30 percent add-on fee to pay for delinquent collection efforts. Our law firm partnered with some of our local government clients during the 78th and 79th sessions of the Texas Legislature to formulate and pass this beneficial piece of legislation.

As a Managing Partner in the law firm and member of the Management Committee, I am authorized to legally bind the firm, and I will serve as the principal contact for Linebarger Goggan throughout the qualification/proposal process. In my absence, Partner Richard S. Hill will also be available to answer any questions regarding the law firm or the specifics of this project. Our personal contact information is included on the cover of our qualifications statement.

We are confident that we can continue to successfully execute a collection program to your satisfaction. We are available to answer any questions you may have about our current collection program and would be pleased to make a presentation if requested. If at any time during the selection process the County should revise its criteria, we would welcome the opportunity to negotiate any additional desired services or enhancements with the County.

We appreciate your time and consideration. Linebarger Goggan would consider it an honor to continue to represent Fort Bend County in the collection of delinquent Justice of the Peace and Emergency Medical Services accounts.

Respectfully submitted,



Norman J. Nelson
Managing Partner

COLORADO • DELAWARE • FLORIDA • ILLINOIS • MARYLAND
MISSOURI • NEVADA • OHIO • PENNSYLVANIA • TENNESSEE • TEXAS • VIRGINIA



8.2 Table of Contents

8.1	Cover Letter	1
8.2	Table of Contents.....	3
8.3	Detailed Statement Assuring Firm Fully Understands Scope of Work	4
8.4	Detailed Qualifications of the Firm	
6.1	Qualifications	5
	Firm Overview	5
	Local Office.....	8
	Proposed Project Management Team	8
	Key Personnel Resumes	9
	Professional Call Centers.....	12
	Workload Distribution	12
	Collection Process and Approach.....	13
	Advanced Technology	15
6.2	Level of Experience.....	18
	Linebarger Goggan Clientele	18
	References	18
	Insurance.....	21

Required Forms



8.3 Detailed Statement Assuring Firm Fully Understands Scope of Work

As a national leader in collection services for governmental entities and 24 years of experience collecting delinquent receivables for Fort Bend County, Texas (County), Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) is fully poised to continue to provide all collection services required by the County.

Linebarger Goggan has reviewed all requirements in Section 5.0 Scope of Work in the County's Statement of Qualifications, Q11-029 (SOQ), and fully understands and agrees to abide by all requirements as set out in the Scope of Work and referenced within our Qualifications Statement. We will provide the County all personnel, materials, services, and facilities necessary to meet the requirements of the Scope of Work and the SOQ. We can fully service the County's portfolio of delinquent Justice of the Peace and EMS accounts and maximize the recovery of these receivables through our proven collection programs.

Our Houston law office and San Antonio and Denver call centers will continue to handle all aspects of managing this contract and handle all incoming and outgoing collection calls, employing a customer service-style program that is designed around the County's specifications.

Linebarger Goggan will collect on all County Justice of the Peace and EMS accounts due, utilizing the full resources of our advanced collection systems. The County will continue to benefit from a comprehensive and innovative approach to delinquent court fines, fees, and healthcare collections. Utilizing our extensive experience in this field, our team will manage the necessary procedures for locating and ensuring contact with delinquent account holders and maximizing collections for Fort Bend County. Our service will also include all equipment (hardware and software), telecommunications devices, insurance, and security services necessary to complete the agreed upon tasks.



8.4 Detailed Qualifications of the Firm

6.1 Qualifications

Linebarger Goggan Blair & Sampson, LLP (Linebarger Goggan) is proud to offer Fort Bend County, Texas (County) our statement of qualifications for collection services of delinquent Emergency Medical Services (EMS) and Justice of the Peace accounts. Our law firm currently represents almost 2,000 governmental clients and manages more than \$10 billion in delinquent federal, state, and local government receivables, collecting in all 50 states, U.S. territories, and possessions. We submit this qualifications statement with confidence that our firm is fully-prepared and best qualified to assist the County in carrying out its objectives.

We have had the privilege of representing Fort Bend County in the collection of its delinquent fees and fines since fall 2000. Since January 2005, Linebarger Goggan has collected more than \$1.9 million in delinquent EMS accounts for the County. We have also represented Fort Bend County in the collection of delinquent property taxes since 1987 and have collected over \$44.4 million in delinquent taxes, penalties, interest and attorneys fees for the County in the last 10 years (July 2000 – June 2010). We value our relationship with the County and if selected, we will continue our first-class collection program for the County in the area of Justice of the Peace and EMS accounts

Linebarger Goggan represents 128 Texas court clients in the collection of fees and fines, including the Counties of Harris, Galveston, Liberty, Jackson and Matagorda Counties. In the area of healthcare collection services, our 15 clients include Montgomery County Hospital District, Galveston County Health District and the Harris County Hospital District.

Firm Overview

Last year Linebarger Goggan managed more than \$10 billion in delinquent government receivables and generated approximately \$1 billion in revenue for the federal government, states, counties, and municipalities. Augmenting tight budgets, these dollars were often the critical component in preserving essential services and delivering on promises made.

Since its founding in 1976, Linebarger Goggan has been focused on the collection of government receivables. Today we serve over 1,900 government entities, and recover receivables from delinquent account holders in every U.S. state, territory, and possession.



Linebarger Goggan Blair & Sampson, LLP Management Committee

The Linebarger Goggan Turnkey Solution

Linebarger Goggan offers the County complete services and technology for recovering delinquent receivables:

- Comprehensive work plans customized to meet the needs each client
- Professional collectors, many of whom are bilingual
- Experienced attorneys to oversee all aspects of the collection program
- Nationwide locator service to find missing delinquent account holders
- Bilingual collection letters designed to attract delinquent account holders' attention
- Dedicated call centers with toll-free numbers
- Regular performance reports sent to the County
- Legal representation if a delinquent account holder files bankruptcy or a counteraction to avoid collection and requested by the County
- Support on relevant legislative matters

Benefits to the County

No up-front costs: Our fees are contingency-based, and we bear all expenses related to collections. We get paid only when we recover a client's delinquent accounts receivable. Clients increase their revenue with no up-front, out-of-pocket costs.

Responsiveness and flexibility: We tailor our approach to exceed our client's expectations. Tested over three decades, the firm's collection processes and technology are flexible and adaptable to each client's needs and requirements.

State-of-the-art technology: Using advanced computer systems and the latest in telecommunications technology, our collectors make personal contact with more delinquent account holders. We also maintain online access to many national skip-tracing information sources.

Professional collectors: Our collectors are trained via one of the most rigorous programs in the industry. Collectors use a collaborative, sensitive, yet firm approach when communicating with delinquent account holders, which elicits the maximum response.

Proven, experienced leadership and management: Our partners and managers promote a positive, professional, and demanding work ethic, resulting in an outstanding record of customer satisfaction and low delinquent account holder complaints.

The Advantages of a Law Firm

The law firm of Linebarger Goggan provides advantages not offered by typical collection agencies:

- Because delinquent account holders regard contact from a law firm as the last stage in the collection process prior to litigation, Linebarger Goggan gets results when others fail.



Linebarger Goggan offers legal, collection and technical expertise

- Our attorneys are able to successfully navigate the vast, complex maze of federal and state laws, regulations, court decisions and administrative rulings that govern collections.
- Our managers and collectors keep up-to-date on relevant laws and regulations through regular training developed by our attorneys and in-house trainers.
- We are able to advise clients on collection laws and the full array of related issues so that they can make decisions with confidence.



Linebarger Goggan's Partners consult regularly to develop winning strategies for maximizing their clients' collections.

- As part of an integrated collection program, we can provide legal representation and services when needed, including bankruptcy representation, domestication of judgments on out-of-state delinquent account holders, and judicial and administrative wage garnishment services.
- As a law firm, we adhere to stringent ethical requirements promulgated by the Supreme Court of every state in which we practice. These requirements set a higher standard of professional conduct than that required of ordinary collection agencies.

Professional Recognition & Awards

- LGB&S is a Platinum Partner of the U.S. Conference of Mayors, a designation earned through the award of three public-private partnership awards over the span of six years. The former USCM President Mayor Douglas Palmer stated, "any business that earns three public-private partnership awards with USCM has to be doing something right. And as mayors, we owe it to the vast majority of Americans who pay their taxes and fees on time, and as required by law, to make sure that everyone who can do so is paying their fair share."
- Winner, U.S. Conference of Mayors' 2007 Award for Outstanding Achievement in Partnership with the City of Houston to redevelop blighted and abandoned properties in inner-city neighborhoods.
- Winner, U.S. Conference of Mayors' 2004 Award for Outstanding Achievement in Partnership with the City of Chicago for collecting delinquent receivables.
- Winner, U.S. Conference of Mayors' 2001 Award for Excellence in Partnership with the City of Dallas - to date over \$1.06 billion collected in delinquent tax revenue for the City and Dallas Independent School District.



Linebarger Goggan accepting the USCM Award, 2007

Memberships and Certifications

Linebarger Goggan is a member of the Texas Association of Counties, Texas Court Clerk Association, Texas JP & Constable Association, Texas Justice Court Judges Association, Texas County & District Clerk Association, and the Government Collectors Association of Texas. We are corporate members of the National Association of Counties and the U.S. Conference of Mayors.

Linebarger Goggan is also a member of the American Collectors' Association (ACA) in several states, which also grants our law offices in those states membership in ACA International. We also participate in the ACA Members' Attorney Program and Government Services Program. In addition, we actively participate in a multitude of other organizations in order to support our clients and their various public interest and educational opportunities.

All of our attorneys are licensed to practice law by the Supreme Courts of the states in which they practice, and several are board-certified in appellate law. Our bankruptcy attorneys routinely appear in bankruptcy courts throughout the country.

Local Office

Linebarger Goggan has been part of the East Texas community for the past 27 years. Our Houston office has 333 professional staff, including 19 attorneys. The County's collection project, including both delinquent JP and EMS accounts, is currently managed from this office.

Proposed Project Management Team

Linebarger Goggan's greatest asset in delivering exceptional service and outstanding results is – and always has been – its people. We invest significant time and resources to recruit, hire, and train collection professionals of the highest caliber.

Project Oversight

Managing Partner Norman J. Nelson and Partner Richard S. Hill will continue providing management and oversight for the County's contract. Mr. Nelson will continue to assemble the necessary resources and support to maintain the firm's standards of performance that are key to its success. As a partner and Management Committee Member, he will manage all aspects of the law firm's performance on this project. He will keep working closely with Partner Richard S. Hill to ensure that the appropriate technical resources, staffing and collection strategies are applied to provide the County with a model collection program. Mr. Hill will remain responsible for day-to-day project oversight.

Project Manager

Bryan Groce, Marketing and Business Development Representative, will continue to serve as the customer service representative assigned to Fort Bend County. Mr. Groce will assist with daily oversight, project management and coordination of collection activities between the County and Linebarger Goggan. Mr. Groce has been assisting with client relations and contract management in the Houston area since 2007.

Contract Manager

Donna Thornburg, Contract Manager, will continue managing all day-to-day technical aspects of this contract. She will monitor performance and use analytics to develop appropriate work plan strategies to ensure that the County's goals and expectations are met. Ms. Thornburg has been managing collection contracts for the firm since 2004.

Call Center Operations for County JP Accounts

Call Center Director *John Wilson* will continue to oversee the day-to-day call center operations for collecting the County's Justice of the Peace accounts, including collection center staff and all incoming and outgoing call campaigns.

EMS Collection Operations and Compliance

Director of Operations *Brian Harms* will provide assistance in contract operations and compliance with regard to collection of EMS accounts. He will provide management and analytical supervision to accomplish healthcare collection performance goals.

IT Operations

Rich Pachecano, CISA and Director of Fees and Fines, will continue to impose quality controls for the collection processes used by our Information Technology Group. He will have direct contact with the Houston office operations personnel to implement and maintain a top-tier collection program for the County. He will provide the management and technical guidance necessary to ensure successful operations throughout the term of the contract.

Key Personnel Resumes

The following pages contain detailed qualifications and experience of the proposed management team for the County project. This team is currently managing the County's collection program of delinquent JP and EMS accounts.



Norman J. Nelson, Capital Partner and Management Committee Member, from Mobile, Alabama, graduated from Tuskegee University with a Bachelor of Science degree in Business Management, and was commissioned as an officer in the United States Air Force. He is currently a retired Air Force Reserves Officer.

In 1975, while still on active duty in the Air Force, he received a Master of Arts degree in Public Administration from the University of Northern Colorado.

Mr. Nelson received his Doctor of Jurisprudence in 1984 from Texas Southern University, and has been licensed to practice law since November 1984. Before joining Linebarger Goggan, he was an Assistant City Attorney with the City of Houston Legal Department. Mr. Nelson is admitted to practice before the 5th Circuit Court of Appeals and the Southern District of Texas.



Mr. Nelson joined the firm in 1987 and became a partner on January 1, 1993. He is currently the Managing Partner of the firm's Houston office. Mr. Nelson is a member of the American Bar Association, State Bar of Texas, and the Houston Bar Association. He is a life member of the Omega Psi Phi Fraternity, Inc.

Richard S. Hill, Capital Partner, attended public schools in Orlando, Florida. After graduation from High School in 1971, Mr. Hill served a 4-year tour of duty in the United States Air Force where he was awarded The Air Force

Commendation Medal for Meritorious Service while serving in Southeast Asia. He graduated from Florida State University in 1978. He then attended Thurgood Marshall School of Law at Texas Southern University and received a Doctor of Jurisprudence in August 1981. Also in August 1981, he and Sabrina were married and they are raising three daughters, Alena, Kaitlyn, and Rachel, in Houston, Texas. Mr. Hill enjoyed a successful career in sales and marketing as an account executive for several years prior to applying to the State Bar of Texas for his law license.

Mr. Hill was licensed to practice law in Texas in November 1986. His legal career began in the private sector as a criminal and civil attorney. In February 1989, he joined the Harris County Attorney's office as a trial attorney in the Eminent Domain and *Ad Valorem* Tax Divisions. Mr. Hill was elevated to Division Chief in November 1991. During his 13-year tenure with the Harris County Attorney's office he served as Chief of the following Divisions: *Ad Valorem* Tax Division, Hospital District Division, Revenue Enforcement Division, Real Estate Division, and General Counsel Division.

In February 2000, Mr. Hill was unanimously appointed by Harris County Commissioners Court to serve as Judge of Harris County Civil Court at Law #1. While on the bench he presided over more than 500 jury and non-jury trials.

Mr. Hill is a member of The American Legion, a parishioner at Wheeler Avenue Baptist Church, and an active volunteer for the National Multiple Sclerosis Society - Lone Star Chapter, and Chairman, Board of Directors for the South Central YMCA.

Mr. Hill is located in Linebarger Goggan's Houston, Texas office.



Bryan L. Groce, Fees and Fines Marketing/Business Representative and Fort Bend County Project Manager, graduated from Sam Houston State University with a Bachelor of Business Arts in 2004.

In 1991, Mr. Groce began his career in private corrections. He spent nine years in private corrections, six as an administrator. In 1999, Mr. Groce was employed by the Harris County Attorneys' Office as the Technology Director and in 2005, Mr. Groce transferred to the Harris County Auditor's Office spending two years as a procedures analyst. In 2007, Mr. Groce was employed by the firm as the Fees and Fines Marketing/Business Representative. He assists with client relations and contract management, focusing primarily on the Houston area.



Mr. Groce was married in October of 1995 to Jenny. They are raising two boys and presently live in Cleveland, Texas.

Donna M. Thornburg, Contract Manager, was hired as a consultant for Linebarger Goggan in 2003 to research and analyze the daily data exchange and monthly reconciliation of collection accounts between the organization and the client. She provided recommendations for resolving system related data issues, and reporting of client account monthly revenues, liquidations and trends to management using yearly comparisons, aging reports and graphical representations.

In 2004 Donna joined the firm as a permanent staff member in the position of Contract Manager. She serves as a client liaison and project manager for several Toll, Medical, and Fees and Fines clients coordinating projects with administrative, networking, development, operations and other technical and support staff. She works closely with clients and internal IT staff on system implementations, conversions, data issues, and development of interfaces, requirements, file layouts and testing.

Donna completed a Bachelors of Science degree in Business Administration, Information Systems with a minor in Accounting at California State University, Dominguez Hills and has over 20 year of combined project management, systems analysis and programming experience.



John M. Wilson, San Antonio Call Center Director of Operations, joined Linebarger Goggan in November 2003. He graduated from Southern Methodist University in 1976 with a B.S. in Business Administration. He has been in the collection industry for over 30 years.

Mr. Wilson started as a collector with Capital Credit Corporation handling private label receivables. He was promoted through the ranks to Branch Manager and National Training Director. He joined THE Finance Company and Conesco/GreenTree Finance, as the Regional and Collection Manager, overseeing call center operations for auto and mobile home loans. He developed considerable medical receivable experience while working at Creditors Mercantile and Consolidated Accounts Management, holding positions of Audit Specialist, Regional Manager, and ultimately Chief Operating Officer.



Brian Harms, Contract Manager, joined Linebarger Goggan in 1995. He started as a Client Representative with the firm's Houston, Texas, office and gained extensive experience in the following areas: condemnation proceedings, active tax litigation from the filing of a lawsuit to judgment and then to a property tax sale, probate proceedings and client relations.

In 2002, Mr. Harms transferred to the firm's Chicago office as a Paralegal/Network Assistant. He has since advanced to Contract Manager, serving as a client liaison, analyzing client data, and supervising all Information Technology staff in the Chicago office.

Mr. Harms studied political science and history at the University of Houston and is certified in Windows 2000 and Windows Server 2000. He has also completed MCSE 2000 training.



Richard H. Pachecano, CISA, Director of Fees and Fines, received a B.B.A. in Accounting and Business Data Systems from the University of Texas at San Antonio in 1985 and has been a Certified Information Systems Auditor since 2000. He joined Linebarger Goggan in 1985, and served as Chief Information Officer until 2007, directing the development of our technology infrastructure. Today he leads the firm's fastest growing IT sector, the fees and fines division. His understanding of how technology can interface with collections and legal practices to produce results for Linebarger Goggan's clients positions him to be the perfect candidate to lead this division of the firm.

Prior to joining the firm, Mr. Pachecano served as Deputy Director of Information Systems for Bexar County (San Antonio) and as Applications Manager, responsible for the County's Financial, Tax Collections, and Automobile Registration Systems. He is a member of the Texas Association of Assessing Officers and the Information Systems Audit and Control Association.

Mr. Pachecano has directed the implementation and collection programs for several state clients including California, Illinois and Kansas, as well as some of our largest municipal clients.

Professional Call Centers

Our San Antonio Call Center, with 76 collectors, will continue to conduct the County's dialer campaigns and respond to all delinquent account holder calls for the County's Justice of the Peace accounts. Our Medical Collections Call Center in Denver will continue to handle all EMS accounts. A substantial percentage of our collectors nationwide are bilingual. Of the 11 collectors who work in our Denver office, seven speak another language besides English. Our San Antonio Call Center has 42 bilingual collectors. All collectors have undergone extensive training on the applicable laws and regulations, collection techniques and customer service.

Workload Distribution

Tasks associated with collection projects are distributed among managers and collectors so as to leverage each individual's skills and experience for the client's benefit.

It is not the general practice of our firm to dedicate non-management staff or resources to any particular project or function. Responsibilities, duties, and particular project functions are dynamic in nature; our staff assignment process allows us to effectively react to the changing requirements of each particular project. Our law firm maintains vast technical expertise and personnel resources, all of which are leveraged through our use of highly sophisticated computer systems.

This type of organizational structure allows us to assign various job functions across a large pool of highly qualified employees, all of whom are available and responsible for handling collection matters on this project.

Action Teams

When a collection project presents an unusual issue or opportunity, the project manager may appoint an action team made up of various technical and managerial personnel to address the matter. The project manager selects action team members based on their experience, drawing on exceptional skill sets and the depth of talent within the firm.

Action teams are temporary and provide the project manager with analysis, ideas, and additional resources. The project manager takes this information back to the other members of the project management team to incorporate it into the work.

Collector Account Assignments

Linebarger Goggan employs more than 250 professional collectors to serve our clients throughout the nation. On average, we service 2,500,000 delinquent accounts of all types per month and accept 200,000 new accounts for collection.

Collection Process and Approach

The result of 35 years of experience, Linebarger Goggan's collection process is time-tested, systematic, and efficient, yet flexible enough to adapt to each client's specific needs.

For every contract, we tailor our proven processes to our client's regulatory environment and debt portfolio. From letters and phone calls through bankruptcy and litigation, we offer Fort Bend County a powerful collection program coupled with value-added legal services not offered by typical collection agencies.

Linebarger Goggan's approach produces exceptional results and few delinquent account holder complaints. Many of our clients have retained our services for more than a quarter-century.

Implementation / Work Plan Timetable

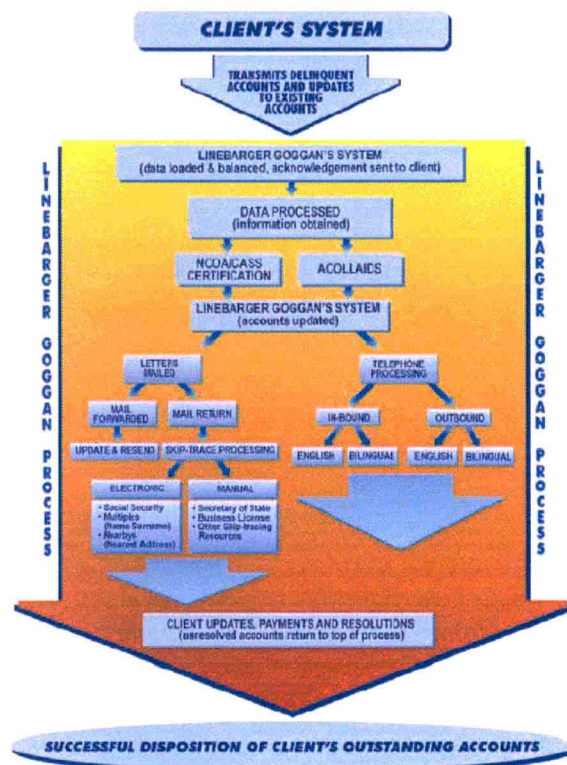
As the County's current vendor, our collection program is fully-operational. We have over nine years of experience working with the County's portfolio of JP and EMS accounts, and will experience no delays or disruptions that would occur with a change in vendors.

Upon being awarded your court fees and fines contract in 2000 and EMS contract in 2001, our Information Technology Group (ITG) and project management/implementation team met with the County to determine the best data transmission method and procedures prior to creating a secure process for transmitting data to Linebarger Goggan from the County's systems.

Our initial implementation plan included: testing the data networks, confirming the accuracy of data transmissions, developing special report templates, drafting the letters series and other required documents, and training personnel on County-specific program requirements. All project work plans and any communications to delinquent account holders were approved by the County during this phase.

Collection Process

We have included a general flowchart of our collection process. This process will be evaluated following the initial collection phase and adjusted



to maximize collections based upon the portfolio's specific characteristics throughout the collection life cycle.

The following table contains a description of our proven, six-component process for recovery of delinquent receivables. Linebarger Goggan will continue to analyze the County's debt portfolio, and adapt the process to address specific County needs and desires. This plan will continue to be customized to accommodate the collection style and approach advocated by the County.

Collection Process	
Component I: Account Preparation	After verifying all data transmitted from the County is confirmed as accurate, transferred accounts are loaded into a fully secure County segment of Linebarger Goggan's data processing system located in San Antonio, Texas. Tool: NCOA skip trace is performed to verify addresses.
Component II: Contacting Delinquent Account Holders by Mail	<p>Linebarger Goggan's system automatically transfers County accounts with verified addresses to the law firm's demand letter inventory. Prior to any mailing, all letters and a proposed distribution schedule are submitted to the County for approval.</p> <p>Within five days of an account placement by the County the system generates an initial letter. Printing the demand letter on the law firm's letterhead impresses upon the delinquent account holder the gravity of his or her obligation to pay the debt. Typical letters:</p> <ul style="list-style-type: none"> • advise the delinquent account holder that the account has been placed with our law firm, which is under contract with the County • provide contact information, including a toll-free telephone number for the delinquent account holder to communicate with Linebarger Goggan regarding payment • include a detachable, scannable payment coupon <p><i>Follow-up Letters</i> Linebarger Goggan typically uses a series of demand letters, one sent every 30 days, all printed on law firm letterhead. The series continues automatically if the delinquent account holder fails to respond.</p> <p><i>Undeliverable Mail</i> Undeliverable mail (attempted not known, outside of delivery limits, insufficient address) is date-stamped and noted in the collection system. If a phone number is known the collector typically calls the delinquent account holder within ten business days and updates the delinquent account holder's address information. If no phone number is available, the account is flagged with address change information and forwarded to the skip-tracing unit for phone number and address verification. New demand letters with the updated address information are sent out automatically.</p> <p><i>Incoming Mail</i> Collection attempts often produce written responses from delinquent account holders with questions and concerns about their delinquent accounts. All correspondence from a delinquent account holder (or the delinquent account holder's attorney) is forwarded to the collector assigned to that account, who responds in writing, in a direct and friendly manner. Linebarger Goggan attorneys respond when the situation warrants a response from an attorney.</p>
Component III: Telephone Contacts with Delinquent account holders	<p>Concurrent with the mailing process, the Linebarger Goggan system transfers accounts with telephone numbers into the stratified collector inventory. Accounts from this inventory are handled in a two-step process:</p> <p><i>Step One</i> Accounts are automatically and continuously distributed to collectors who verify the delinquent account holder's identity, confirm basic account information, and attempt collection. Accounts are also placed in</p>

	<p>the collector inventory as a result of inbound phone inquiries, correspondence or partial payments by delinquent account holders.</p> <p><i>Step Two</i> The collectors work to resolve accounts through payment-in-full, installment agreement, administrative resolution, or possibly legal enforcement (e.g. wage garnishment). Once "assigned", an account generally remains in the collector's inventory for up to 12 months unless an installment agreement or other County-approved exception is made.</p> <p><i>Payments</i> As its first priority, Linebarger Goggan always seeks payment in full. To accomplish this, collectors assist delinquent account holders in evaluating their financial resources, review the advantages of payment in full, and help delinquent account holders develop strategies that enable a single, in-full payment. Other payment options (installment, administrative resolution, etc.) will be authorized by the County.</p>
Component IV: Skip Tracing	When an account does not include a phone number or when a collector finds that the listed number is incorrect, the account is skip traced using a fully automated search through our skip-tracing vendors.
Component V: Processing and Tracking Payments	<p>The firm segregates important control functions throughout its internal control processes to safeguard client funds and employs to auditors to maintain effective controls.</p> <p>A detachable payment coupon and return envelope are standard with all Linebarger Goggan collection notices. If delinquent account holders wish to pay in person, they will be directed to the appropriate payment processing center. Delinquent account holders will also be informed of any additional payment options offered by the County (by mail, phone, web site, etc.).</p>
Component VI: Documenting and Reporting Collection Activity	<p>All collection activities, whether completed by collection staff or the automated system, are thoroughly documented as they occur. Managers' feedback and instructions are also recorded in the account history for collectors' review and action.</p> <p>Linebarger Goggan establishes and executes a reporting schedule in the format and with the frequency desired by the client. A typical suite of reports including a daily activity report and a payment/deposit report. Monthly Collection Reports Include:</p> <ul style="list-style-type: none"> • details on collections by placement type • account collection history (letters mailed, telephone calls, mail returned) • total number of cases assigned, inactivated, reactivated, or recalled • comparisons of the law firm's performance on original and subsequent accounts • total cases collected • invoice

Advanced Technology

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

We have invested tens-of-millions of dollars and more than three decades to develop the most sophisticated data processing and communications network in the industry. Our system currently manages over \$10 billion in receivables and tracks more than 200,000 related lawsuits and bankruptcy cases. No other law firm or collection agency has succeeded in duplicating our system's efficiency or capacity.

IT Professionals

We are able to continually expand our IT capabilities because of the talent and expertise of our Information Technology Group (ITG). ITG employs more than 140 system architects, programmers, analysts, security experts, network engineers, and other specialists. Together, they design, build, and maintain all aspects of the firm's information technology and communication enterprise, allowing Linebarger Goggan to manage in-house all of the IT functions that typical collection agencies and law firms must outsource. By keeping information technology and communication services within the firm, we can maintain strict quality control over all aspects of data processing, storage, security, and transfer.

Our Technology

System Architecture and Components

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

Linebarger Goggan's Proprietary Software

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

Fees and Fines Collection Software

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

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

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

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

Hardware

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

Data Transfers

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

ITG establishes, tests, and confirms to the satisfaction of the client's programmers and technical support staff all of the firm's network connections, verifying appropriate levels of security and data integrity between the client's system and ours. Information that is not sensitive is often transferred by e-mail or standard FTP, while sensitive information is transferred by FTP through encrypted VPN, or shipped on tape by a licensed courier. Most placement data is received via electronic data interchange (EDI) using encryption technology over the Internet and our frame relay communication system.

For security reasons, we do not allow direct data transfer to or from our main computer system. Instead, encrypted data is transferred from the client's system to a secure remote computer, then it is transferred from the remote computer to our main system.

When the firm's file transfer servers receive files from a client, they send automatic e-mail notification to our client managers and ITG's load technicians. The client managers track their specific clients' data, while the load techs check the data for errors; after verifying the data, they load it into our proprietary software system.

Data and System Security

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

Linebarger Goggan Holds National Institute of Standards and Technology Security Certification

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

The certification process involved an extensive review of every aspect of the firm's information systems security, including disaster recovery, intrusion detection, physical plant security, and virus protection. The firm's NIST Compliant Certification and Accreditation was renewed in September 2010.

6.2 Level of Experience

Established in January 1976, Linebarger Goggan has been in existence for 35 years, and has focused on the collection of delinquent receivables since its inception.

Our performance is proven, and our clients rely on Linebarger Goggan to maximize their revenue in both good economic times and bad. Our clients also choose Linebarger Goggan because we can be relied on to collect their revenue in a manner that treats citizens fairly and courteously. We are responsive to our clients' needs and dedicate a tremendous amount of energy and resources into our collection program.

Linebarger Goggan has been widely recognized for the past 35 years in Texas for its success in collecting delinquent ad valorem taxes, and for the past 13 years, our law firm has also gained a national reputation for success in collecting court fines and fees.

Because we represent Fort Bend County Justice of the Peace Courts, Fort Bend County EMS and collect Fort Bend County's delinquent tax collections, we feel our county-wide collection efforts are enhanced for all county clients. Only Linebarger Goggan can offer the County this unique benefit.

Linebarger Goggan's mission is to provide the maximum amount of revenue to our clients from their delinquent accounts. We pride ourselves in offering our clients a "best value" collection program, which is a combination of best overall recovery performance and best service possible.

Linebarger Goggan Clientele

Linebarger Goggan currently represents 128 Texas court clients in the collection of court fees and fines and provides healthcare collection services to 15 clients around the country. Included on page 22 is our entire client listing of court fees and fines, EMS, parking, tolls, utilities and other debt collection services clients.

References

Our statement of qualifications tells our story in detail. However, the best indicator of our performance is the satisfaction level of our clients. For more than nine years, we have worked closely with Fort Bend County and Fort Bend County EMS. Mr. Jeff Council, Treasurer, Fort Bend County EMS is able to speak to our delinquent JP and EMS account collection methodologies, the results we have achieved, and our ability to serve the County. Mr. Council has graciously served as a reference for our law firm for a number of years as we respond to other delinquent collections proposals/qualifications processes.

While the County knows us well, as requested, we are submitting six additional client references for your use in evaluating our qualifications statement. Many of these clients' portfolios are comparable in their volumes of accounts and/or dollar values to that of Fort Bend County. Our clients can best share with you their confidence in Linebarger Goggan and their appreciation of the results we achieve and the manner in which we treat citizens.

We encourage Fort Bend County to contact the following clients as references for our collection of delinquent Justice of the Peace and EMS accounts. We have included four court fees and fines clients, as well as two healthcare clients.

Harris County, Court Fees and Fines

In January 2003, the Harris County Court awarded Linebarger Goggan a contract to collect delinquent court fees and fines. As of December 2010, the firm has collected over \$8.5 million in delinquent court fees and fines for the Harris County Court system. The firm provides a full range of collection services, including effective mailings, skip tracing, nationwide collection calls, and regular reports and communication with Harris County personnel. Our service also includes all equipment (hardware and software), telecommunications devices, insurance, and security services necessary to complete collections tasks. Our fee for collection of delinquent Justice of the Peace accounts is 30 percent pursuant to Texas Code of Criminal Procedure, Article 103.0031.

Harris County Contact

Ms. Janet Marton
Assistant County Attorney
Harris County
1201 Franklin, Room 7044
Houston, TX 77002
Phone: 713.755.7325
Fax: 713.755.8931
janet_marton@co.harris.tx.us

Galveston County, Court Fees and Fines

In October 2004, the Galveston County Court awarded Linebarger Goggan a contract to collect delinquent court fees and fines. The firm collected over \$4.3 million in delinquent court fees and fines for the Galveston County Court system from June 2006 - December 2010. The firm provides a full range of collection services, including effective mailings, skip tracing, nationwide collection calls, and regular reports and communication with Galveston County personnel. Our service also includes all equipment (hardware and software), telecommunications devices, insurance, and security services necessary to complete collections tasks. Our fee for collection of delinquent Justice of the Peace accounts is 30 percent pursuant to Texas Code of Criminal Procedure, Article 103.0031.

Galveston County Contact

Ms. Bonnie Quiroga
Director of Justice Administration
Galveston County
600 - 59th Street, Suite 4209
Galveston, TX 77551-4198
Phone: 409.770.5230
bonnie.quiroga@co.galveston.tx.us

Liberty County, Court Fees and Fines

In September 2004, the Liberty County Court awarded Linebarger Goggan a contract to collect delinquent court fees and fines. The firm collected more than \$1.3 million in delinquent court fees and fines for the Liberty County Court system from January 2005 – December 2010. The firm provides a full range of collection services, including effective mailings, skip tracing, nationwide collection calls, and regular reports and communication with Liberty County personnel. Our service also includes all equipment (hardware and software), telecommunications devices, insurance, and security services necessary to complete collections tasks. Our fee for collection of delinquent Justice of the Peace accounts is 30 percent pursuant to Texas Code of Criminal Procedure, Article 103.0031.

Liberty County Contact

Ms. Lynn Allen
Court Director
Liberty County
22350 Hwy. 321
Cleveland, TX 77327
Phone: 281.592.9229
Fax: 281.592.1404

Jackson County, Court Fees and Fines

In May 2005, the Jackson County Court awarded Linebarger Goggan a contract to collect delinquent court fees and fines. The firm has collected \$730,882 in delinquent court fees and fines for the Jackson County Court system from December 2005 – December 2010. The firm provides a full range of collection services, including effective mailings, skip tracing, nationwide collection calls, and regular reports and communication with Jackson County personnel. Our service also includes all equipment (hardware and software), telecommunications devices, insurance, and security services necessary to complete collections tasks. Our fee for collection of delinquent Justice of the Peace accounts is 30 percent pursuant to Texas Code of Criminal Procedure, Article 103.0031.

Jackson County Contact

Honorable Dwayne Taylor
Judge
214 S. Third
Ganado, Texas 77962
Phone: 361.771.2249

Montgomery County Hospital District

Linebarger Goggan has collected more than \$2.5 million in delinquencies for the Montgomery County Hospital District since collection activity began in February 2004. The firm provides a full range of collection services, including effective mailings, skip tracing, nationwide collection calls, and regular reports and communication with Montgomery County personnel. Our service also includes all equipment (hardware and software), telecommunications devices, insurance, and security services necessary to complete collections tasks. Our fees for collection of delinquent EMS accounts are as follows:

50% on accounts referred 361 days and over; 35% on accounts referred at 181 – 360 days; 27% on accounts referred at 121 – 180 days; 25% on accounts referred at 91 – 120 days; and, 20% on accounts referred at 60 – 90 days.

Montgomery County Hospital District Contact

Mr. Allen Johnson
Chief Executive Officer
Montgomery County Hospital District
200 River Pointe Drive, Suite 200
Cooke, TX 77304
Phone: 936.523.5006
Fax: 936.523.5094
ajohnson@mchd-tx.org

Galveston County Health District

In August 2006, the Galveston County Health District awarded Linebarger Goggan a contract to collect delinquent EMS accounts. The firm has collected \$445,653 in delinquent EMS accounts for the Galveston County Court system from January 2007 – December 2010. The firm provides a full range of collection services, including effective mailings, skip tracing, nationwide collection calls, and regular reports and communication with Jackson County personnel. Our service also includes all equipment (hardware and software), telecommunications devices, insurance, and security services necessary to complete collections tasks. Our fee for collection of delinquent EMS accounts is 25 percent of amounts collected.

Galveston County Health District Contact

Kathy Barroso, CPA
Fiscal Officer
Galveston County Health District
P.O. BOX 939
1207 Oak Street
La Marque, TX 77568
Phone: 409.938.2257
Fax: 409.938.2200
kbarroso@gchd.org

Insurance

Linebarger Goggan maintains an insurance policy in place to cover professional liability in amounts of \$3 million, general liability in amounts of \$1 million, and employee negligence in amounts of \$2 million. Our automotive and worker's compensation insurance is set at \$1 million each. If necessary, we will increase any coverage that we currently possess to meet the County's requirements. As required by the County, Linebarger Goggan will add the County as an additional insured to all of our Liability Insurance policies, except Professional Liability and Workers Compensation.

Acord Certificates for our current insurance policies are included on pages 23-25.

**COURT, MUNICIPAL AND ADMINISTRATIVE FEES AND FINES, EMS, PARKING,
TOLLS, UTILITIES AND OTHER DEBT COLLECTION SERVICES
CLIENT LIST**

As of 1/4/11

Alamo FF	Ector County FF	Leon Co Circuit Court (FL)	Robstown EMS
Albuquerque FF (NM)	Edinburg FF	Leon Valley FF	Robstown FF
Alice FF	El Paso County FF	Liberty County FF	Rockwall County FF
American Traffic Solutions Inc	Ellis County FF	Little Rock (AR)	Rockwall FF
Angelina County FF	Escambia Co Circuit Court (FL)	Live Oak FF	Round Rock FF
Anthony FF	Falfurrias FF	Los Angeles Co TTC (CA)	San Benito FF
Aransas County FF	Fayette County FF	Los Angeles County Counsel (CA)	San Juan FF
Arlington Co Treasurer (VA)	Fort Bend Co EMS	Los Fresnos FF	San Patricio County FF
Arlington FF	Fort Bend Co TRA	Louisville - Jefferson Co (KY)	Sarasota Co Circuit Court (FL)
Balch Springs FF	Fort Bend County FF	Metro Gov	Seguin EMS
Balcones Heights FF	Fort Stockton EMS	Lucas County Treasurer (OH)	Seguin FF
Baltimore (MD)	Fort Stockton FF	Lumberton (NC)	Seguin Utilities
Bandera FF	Fort Worth FF	Magnolia FF	Sonoma Co Treasurer (CA)
Bartlesville (OK)	Franklin Co Municipal Court (OH)	Mancopa County Courts (AZ)	South Bay Expressway (CA)
Bastrop County FF	Franklin Co Prosecuting Atty (OH)	Matagorda County FF	Spring Valley FF
Baytown FF	Frio County FF	McKinney FF	St Hedwig Parish (Wilmington DE)
Beaumont FF	Galveston Co Health District	McLennan County FF	St Johns Co Circuit Court (FL)
Bee County FF	Galveston County FF	Mercedes FF	St Louis (MO)
Bell County FF	Gilmer FF	Miami - Dade Co Circuit Court	Stafford FF
Beverly Hills	Grapevine FF	(FL) Parking	Tarrant County FF
Bexar County FF	Hale County FF	Miami - Dade Co Circuit Court	Texas City EMS
Blooming Grove FF	Harlingen FF	(FL) Traffic	Texas City FF
Bonham FF	Harris Co HD FF	Missouri City FF	Torn Green County FF
Bracy FF	Harris County FF	Montgomery Co HD EMS	Travis County FF
Bracy Utilities	Henderson FF	Montgomery FF	Tulsa FF Municipal Courts (OK)
Brooks County FF	Hillsborough Co Circuit Court (FL)	Navarro County FF	Tulsa FF Parking (OK)
Brockshire FF	Houston FF	Newark (OH)	Tulsa FF Traffic (OK)
Broward Co Circuit Court (FL)	Hudspeth County FF	Norman (OK)	University Health System (TX)
Brownsville FF	Humble FF	North Richland Hills FF	Upshur County FF
Bunker Hill Village	Imperial County (CA)	North Texas Tollway Authority	Uvalde County FF
Cameron County FF	International Portfolio, Inc. (PA)	Nueces County FF	Uvalde FF
Chicago Dept of Revenue (IL)	Iving	Orange County (CA)	Va Verde County FF
Clear Lake Emergency Medical	Jack County FF	Oscoda Co Circuit Court (FL)	Victoria County FF
Corps	Jackson County FF	Palm Beach Co Circuit Court (FL)	Vouasa Co Circuit Court (FL)
College of DuPage (IL)	James City County (VA)	Palmer FF	Washington County (VA)
Collier Co Circuit Court (FL)	Jefferson County FF	Parker County FF	Washington County FF (VA)
Columbus (OH)	Jersey Village FF	Pasadena FF	Waxahachie FF
Concho County FF	Jim Wells County FF	Pasco Co Circuit Court (FL)	Webb County FF
Cook County (IL)	Jonesboro (AR)	Pearland FF	Webster FF
Copperas Cove FF	Kansas City (MO)	Pecos County FF	Westlaco FF
Corpus Christi FF	Katy FF	Philadelphia Parking Authority	West FF
Corpus Christi FF (Red Light)	Kaufman County FF	(PA)	Wharton FF
Culberson County FF	Keller FF	Pinellas Co Circuit Court (FL)	White Oak FF
Dallas County FF	Kernah FF	Piney Point Village FF	Wichita County FF
Dallas FF	Key West (FL)	Plainview FF	Williamson County FF
Dayton FF	Kingsville FF	Polk Co Circuit Court (FL)	Wilmington (DE)
DeSoto FF	Kirby FF	Port Arthur FF	Wilson County FF
Deer Park FF	Kleberg County FF	Port Isabel FF	Windcrest FF
Del Rio FF	La Salle County FF	Portsmouth (VA)	Wise Co Treasurer (VA)
Denver City and County (CO)	Laguna Vista FF	Reading (PA)	Wise County FF
Dickinson FF	Lake Co Circuit Court (FL)	Reading (PA) (Medical)	Wood County FF
Dimmit County FF	Lancaster FF	Real County FF	Wyandotte Co / Kansas City (KS)
Duncanville FF	Laredo FF	Red Oak FF	Yukon FF (OK)
Duval Co Circuit Court (FL)	Las Vegas (NV)	Refugio County FF	Zacata County FF
Duval County FF	Lee Co Circuit Court (FL)	Richmond (VA)	
Eagle Pass FF	Lee Co Public Services (VA)	Roanoke FF	

* Clients are in Texas, unless otherwise noted. Please also note this list does not include state or federal level clients

Fort Bend County Specification Download Acknowledgment



Statement of Qualifications

Collection Services of Delinquent Accounts

Q11-029

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
 - Vendors will submit responses in accordance with requirements stated on cover of document.
 - Vendors may not submit responses via email or fax.

Linebarger Goggan Blair & Sampson

Legal Name of Contracting Company

Norman Nelson

Contact Person

1300 Main, Suite 300, Houston, TX 77002

Complete Mailing Address

713.844.3400


Telephone Number

713.844.3501

Facsimile Number

norman@lgbs.com

Email Address



Signature

1.25.11

Date

Vendor Information

Linebarger Goggan Blair & Sampson
Legal Name of Contracting Company



Tax Identification Number (Company or Corporation) or Social Security Number (Individual)

713.844.3400
Telephone Number

713.844.3501
Facsimile Number

1300 Main, Suite 300
Complete Mailing Address (for Correspondence)

Houston, TX 77002
City, State and Zip Code

Linebarger Goggan Blair & Sampson, LLP, Accounting Department, P.O. Box 17428
Complete Remittance Address (if different from above)

Austin, Texas 78760-7428
City, State and Zip Code

Norman Nelson, Partner
Authorized Representative and Title (printed)

norman@lgbs.com
Authorized Representative's Email Address



Signature of Authorized Representative