

# CONTRACT COVERSHEET

*NOTE: Shaded areas are for County Executive review.*

<b>DEPARTMENT</b> Clerk of Courts	<b>CONTRACT/ADDENDUM #:</b> <span style="font-size: 1.5em; font-family: cursive;">12410</span>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Contract</td> <td style="width: 40%; border: none; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; border: none;">Addendum</td> </tr> <tr> <td style="border: none; text-align: center;">↓</td> <td style="border: none;"></td> <td style="border: none; text-align: center;">↓</td> </tr> <tr> <td style="border: none; text-align: center;"><input checked="" type="checkbox"/></td> <td style="border: none; text-align: center;">POS</td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none; text-align: center;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Co Lesse</td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none; text-align: center;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Co Lessor</td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none; text-align: center;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Intergovernmental</td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none; text-align: center;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Purchase of Property</td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none; text-align: center;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Property Sale</td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none; text-align: center;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Other:</td> <td style="border: none; text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>4/1/15</u> To: <u>12/31/18</u>																												
4. Amount of Contract or Addendum <b>None - Commissioner Based</b>																												
5. Purpose: This is a contract for The Stark Collection Agency to provide collection services for Dane County.																												
6. Vendor or Funding Source: <u>n/a</u>																												
7. MUNIS Vendor Code: <u>3183</u>																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>n/a</u> Amount \$ _____ Account No. & Amount, Org. & Obj. _____    Amount \$ _____ Account No. & Amount, Org. & Obj. _____    Amount \$ _____																												
12. Is a resolution needed: <input type="checkbox"/> YES <input type="checkbox"/> NO    If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>5-28-15</u>	_____
<u>CG</u> Controller	_____	_____	<u>6/3/15</u>
<u>[Signature]</u> Corporation Counsel	_____	<u>6-1-15</u>	<u>6-1-15</u>
<u>[Signature]</u> Risk Management	_____	<u>5/29/15</u>	<u>5/29/15</u>
<u>[Signature]</u> ADA Coordinator	_____	<u>5/29/15</u>	<u>5/29/15</u>
<u>CW</u> Purchasing Agent	_____	<u>5/29/15</u>	<u>5/29/15</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> The Stark Collection Agency 6425 Odana Road Madison WI 53744
Contact Person Pauline Kussart
Phone No. 608-274-7764
E-mail Address pkussart@hestark.com

**Footnotes:**


1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Kerry Widish, Chief Deputy Clerk of Courts</u> Dept.: <u>Clerk of Courts</u> Phone: <u>266-4288</u> Mail Address: <u>215 S. Hamilton Street, Room 1000</u> E-mail: <u>kerry.widish@wicourts.gov</u> <u>Madison WI 53703</u>
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**CERTIFICATION**

The attached contract: *(Check as many as apply)*

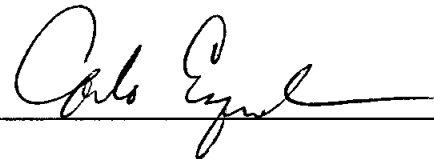
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 5-29-15 Signed:   
 Telephone Number: 266-4288 Print Name: Kerry Widish

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 5-28-15 Signature: 

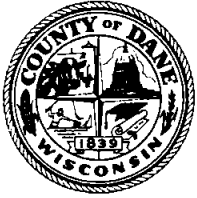
2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



KERRY K. WIDISH  
Chief Deputy Clerk of Court

**CARLO ESQUEDA**  
**DANE COUNTY CLERK OF CIRCUIT COURT/  
REGISTER IN PROBATE**

Dane County Courthouse, Room 1000  
215 South Hamilton Street, Madison, Wisconsin 53703-3285  
PH (608)266-4311 • FAX (608)267-8859 • TTY: Call WI Relay 711  
Website: [countyofdane.com/court](http://countyofdane.com/court)



JILL L. ANDERSON  
Court Manager

HOLLY J. KUHL  
Court Manager

LAURA NACHAZEL  
Court Manager

WAYNE E PFISTER, JR.  
Court Manager/  
Deputy Register in Probate

To: Joe Parisi, Dane County Executive

From: Kerry Widish, Chief Deputy Clerk of Circuit Court

Re: Contract for Court Collection Services

Date: March 29, 2015

The Clerk of Courts office is contracting with The Stark Collection Agency to provide court collection services. The contract is commission based.

Pauline Kussart, owner of The Stark Collection Agency, Inc., has signed the contract, which is attached for your review and signature. If you have any questions, I can be reached at 266-4288. Thank you.

Attachment

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 17

Agreement No. 12410

Expiration Date: March 30, 2018

Authority: Res. \_\_\_\_\_, 2015-2016

Department: Clerk of Court

Maximum Cost: None – Commission Based

Registered Agent:

Address:

**THIS AGREEMENT**, made and entered into, by and between the COUNTY of Dane (hereafter referred to as "COUNTY") and The Stark Agency (hereafter, "PROVIDER"),

**W I T N E S S E T H :**

**WHEREAS** COUNTY, whose address is 210 Martin Luther King, Jr. Blvd., Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing collection services; and

**WHEREAS** PROVIDER, whose address is 6425 Odana Road, Madison WI 53744, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
  - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
  - B. The following shall constitute grounds for immediate termination:
    - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
    - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
    - 3. failure of PROVIDER to comply with reporting requirements contained herein.
    - 4. inability of PROVIDER to perform the work provided for herein.
  - C. Failure of the Dane COUNTY Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
  - D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. INSURANCE.
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability policy/policies and, as appropriate auto liability insurance policy/policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any

matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subPROVIDER has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
  - D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane COUNTY Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to

correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

## XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane COUNTY Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane COUNTY Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future COUNTY contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane COUNTY Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subPROVIDERs comply with the provisions of this section.



F. The following are exemptions from the requirements of this section:

1. When the Maximum Cost of the Agreement is less than \$5,000;
2. When the provider is a school district, a municipality, or other unit of government;
3. When the COUNTY is purchasing residential services at an established per bed rate;
4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
5. When an individual receives compensation for providing services to a family member;
6. When employees are student interns;
7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane COUNTY Code of Ordinances; and
8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for COUNTY inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the PROVIDER the right to participate in bidding on future COUNTY contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the COUNTY Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the COUNTY may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane COUNTY, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."


XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane COUNTY Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 5/26/15

  
\_\_\_\_\_  
FAULINE KUSSART, Owner

\*\*\*

**FOR COUNTY:**

Date Signed: 6-8-15

  
\_\_\_\_\_  
JOSEPH PARISI, COUNTY Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, COUNTY Clerk

## SCHEDULE A: SERVICES TO BE PROVIDED

PROVIDER agrees to provide collection services for the COUNTY from April 1, 2015 through March 30, 2018. This contract may be renewed for two additional one-year periods by addendum.

Types of Accounts Currently Referred to Collection for Clerk of Courts (includes Family Court Services):

1. Guardian Ad Litem fees
2. Adult Criminal Attorney fees
3. Costs and fines on criminal, traffic and forfeiture cases
4. Civil filing and processing fees
5. Juvenile legal fees
6. Electronic Monitoring fees
7. Reimbursement of juvenile competency exam fees
8. Costs and fines on complex forfeiture cases
9. Debt converted from a Department of Corrections debt to a Clerk of Courts debt
10. Signature Bond Forfeitures
11. PRP Attorney fees
12. Custody Study fees
13. Mediation fees
14. Parental Education fees

Other Account Types That May Be Referred:  
Restitution

Types of Accounts Currently Referred to Collection for Sheriff's office:  
Civil Process fees

Other COUNTY departments may refer accounts at a later time.

### **PROVIDER agrees to:**

Accept accounts placed by the COUNTY under the terms of this agreement and will use its best efforts to collect said accounts utilizing means legal, necessary and proper.

The COUNTY shall provide information needed for collection. Further, the COUNTY may make its own efforts at collection and written demands prior to turnover and will inform the debtor of the consequences of his/her failure to make payments. The placement of accounts to the PROVIDER shall be at the sole discretion of the COUNTY. Where possible, accounts will be furnished in electronic form, however, some accounts may be referred through mail or fax submissions. All electronic transmissions must comply with applicable federal, state and local laws including the provisions of the Health Insurance Portability and Accountability Act of 1996, or as amended.

PROVIDER and COUNTY shall notify each other daily of bankruptcy filings and deceased matters.

The PROVIDER agrees to return to the COUNTY, at no charge, accounts referred in error. The COUNTY will not knowingly refer any accounts where the debtor is serving on active duty in the United States Armed Forces, VISTA or Peace Corps.

The COUNTY shall pay no fee to the PROVIDER when the balance due has been reduced resulting from COUNTY action such as application of refund, security deposit or credit adjustment. Also, no fee shall be paid based on a collection resulting from the COUNTY's initiation or participation in a levy, garnishment, property execution, wage certification, supplementary hearing, foreclosure, bankruptcy, receivership, or other legal or administrative proceedings, however, PROVIDER shall be entitled to the standard fee for any Income Assignment Order for Unpaid Fines and Other Financial Obligation initiated by PROVIDER according to Wis. Stat. § 778.30. If an account assigned to the PROVIDER files for or is placed into bankruptcy, receivership or other insolvency proceeding, the PROVIDER agrees to return such account to the COUNTY and may be requested by the COUNTY to reactivate it upon dismissal or discharge based on the type of debt. Additionally, no fee shall be paid to the PROVIDER if an account is collected through the COUNTY's direct referral to any state or federal government offset program.

The PROVIDER must have the ability to list/update accounts with the major credit reporting agencies.

The PROVIDER must obtain written authorization from the COUNTY prior to initiating any litigation. All out of pocket costs will be advanced by the PROVIDER and recovered from the debtor.

The PROVIDER shall provide a detailed report of account activity to each COUNTY Department as needed. The reporting to the COUNTY agencies shall include but is not necessarily limited to: account placements received, account placements returned (including reason for return), amount collected per account, collection fee per account, and net amount remitted per account. Each COUNTY Department will determine the frequency and timing of the reports to be submitted. Please note that certain collections will require immediate notification.

Additionally, an account summary report must be submitted to the COUNTY. The account summary report shall be received by the agencies and the Purchasing Division by the 15th of each month and shall account for all collection activity up to and including the last day of the previous month.

### **Remittances and Accounting**

The PROVIDER shall be entitled to a collection fee if payments are made as a result of the PROVIDER's efforts. The COUNTY shall provide the PROVIDER at least monthly with information on payments made directly to it on accounts assigned to the PROVIDER, and will pay the collection fee on these amounts as provided herein. Each COUNTY department may negotiate the method and frequency for paying collection fees to the PROVIDER. Frequency of payment to the COUNTY may range from weekly to monthly as determined by each COUNTY department. The PROVIDER shall remit to each COUNTY department either the gross collections or the net collections (gross collections less collection fees). Payment to COUNTY may be in the form of check or ACH funds as determined by each COUNTY department.

The PROVIDER would be required to apply payments in the following order: restitution debt (when there is such debt), the underlying judgment (principal), and then interest, NSF fee and other fees.

### **Accounting/Records**

The PROVIDER shall maintain complete and accurate records of collection service transactions in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the PROVIDER service operations for the COUNTY for a period of seven (7) years from the close of each year's operation.

The PROVIDER's accounting control and records of reported collection service shall be used as the basis to verify charges payable to the PROVIDER.

All records pertaining to the operations of this PROVIDER service shall be open for inspection and/or audit by the COUNTY.

On request of the COUNTY, the PROVIDER shall meet with the authorized representative and review each invoice, explain charges, discuss problems and mutually agree on courses of action which may be required to provide improved control and/or service.

Accounts may not be compromised by the PROVIDER except pursuant to specific written approval on a case-by-case basis or settlement amounts pre-determined by the COUNTY.

The PROVIDER agrees to maintain the confidentiality of all accounts, correspondence, documents and any other such information, which may be obtained from or furnished by the COUNTY.

Records developed as a result of this agreement are records of the COUNTY and are subject to access, scheduling and disposition approved by the COUNTY.

### **DHS Requirements**

The PROVIDER may accept accounts placed by COUNTY agencies that are subject to the Uniform Fee System under Wis. Stat. §§ 46.03(18) and 46.10, and Wis. Admin. Code ch. DHS 1. The PROVIDER must meet all of the following conditions:

The PROVIDER must provide evidence that it is currently licensed or certified as a collection agency by the Wisconsin Department of Financial Institutions – Division of Banking.

The COUNTY agency and the PROVIDER will assure that collections will be carried out according to the provisions of Wis. Stat. §§ 46.03(18) and 46.10, and Wis. Adm. Code ch. DHS 1. **Note:** These provisions do not provide for interest payments on debts. Interest may be charged only when a court orders interest on debts for the time after the debt has been reduced to a judgment, but remains unpaid.

Any account referred for court enforcement should either be delinquent according to Wis. Admin. Code § DHS 1.05(13)(a), or a case where the responsible person has refused to provide information that would allow the COUNTY to determine that person's ability to pay.

The PROVIDER must ensure that a responsible party has resources in which to pay the debt before a judgment against that party is executed.

If the PROVIDER has a case that can be identified as related to alcohol and other drug abuse services, then the PROVIDER must meet Federal requirements as a “qualified service organization.” See 42 C.F.R. Part 2 Subpart B 2.11 (1983), as may be amended. The PROVIDER must also include a qualified service agreement between the “51.42 Board” or provider, and the PROVIDER. See Wis. Stat. § 51.42.

The PROVIDER must meet all of the requirements under the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA Security Rule, and the Health Information and Technology for Economic and Clinical Health Act (HITECH). As part of the HIPAA requirements, the PROVIDER will need to sign a Business Associates Agreement (BAA) with the COUNTY agency when such referrals are made.

**PROVIDER agrees to:**

- Attempt through various methods and procedures to achieve the highest rate of recovery as possible;
- Assign collectors to maintain a collection level proportionate to the volume of both accounts referred and in process with TRIP;
- Send letters to debtors two (2) days after accounts are received advising debtors of referrals;
- Send follow-up letters to debtors;
- Make a reasonable amount of telephone calls;
- Provide skip-tracing services to obtain location, employment, asset, driver’s license number and social security information – cost of which shall be included as part of commission rate;
- Notify credit reporting no sooner than 30 days after listing with the three top credit companies;
- Request the Clerk of Courts or other referring department to prepare civil judgments; PROVIDER will compute interest and collect accounts;
- Prepare income assignments for accounts at Clerk of Courts and other referring departments; which shall include debtor and employer information;
- Call Clerk of Court’s or other referring department when debtor needs Order of Reinstatement faxed to State of Wisconsin Department of Transportation (DOT);
- Pay Clerk of Court’s Office on a weekly basis, net funds collected on all monies collected on fines/cost accounts at request of COUNTY; all other accounts on a monthly basis or as determined by each referring department;
- Provide listing of returns to COUNTY with statements;
- Verify debtors that are deceased and whether or not there is an estate; file probate claims in other States when debtor resided outside of Wisconsin;
- Provide copies of documents when needed (i.e., bankruptcy paperwork);

- Return accounts at request of COUNTY without question; no billing for any work done on these returned accounts;
- Reactivate accounts at request of COUNTY;
- Adjust account balances at request of COUNTY and send debtor and COUNTY notification of adjustment;
- Accept debt payments by debtors via phone by credit/debit cards;
- Accept debt payment by debtors in person during normal business hours;
- Accept debt payments via online service and allow debtors to view their account information;
- Provide a method for debtors to ask questions and receive timely responses;
- Certify accounts with tax intercept (TRIP); handle appeal processes; decertify accounts with State of Wisconsin Department of Revenue (DOR) upon request; notify debtor in writing of certification with DOR as required by law; adjust certified accounts with DOR; process DOR check for COUNTY to determine what accounts had payments on them; provide tax intercept amounts on weekly basis;
- Continue collection effort before and after certifying debt to TRIP;
- File liens;
- Prepare, submit for signature, and process income assignment orders;
- Process restitution debt referred by COUNTY at zero (0%) percent commission fee, any funds collected shall be applied first towards restitution debt and then any other debt;
- Transcribe debt to another locale;
- Work with out-of-state collection agencies on behalf of COUNTY;
- Refund PROVIDER's collection share when money was collected in error due to COUNTY;
- If duplicate payment is made by debtor, repay debtor ASAP at no cost to COUNTY;
- Account summary reports available to COUNTY upon request;
- Answer inquiries made by COUNTY regarding specific accounts;
- Provide internet site for COUNTY to access for specific account information;
- Send satisfaction of judgments to debtors when the debt has been paid in full;
- May not use any practices that could be interpreted as harassment; and
- Provide invaluable knowledge and resources of the collection process.

**Additional Insurance. Duty of Non-Disclosure and Security Precautions**

PROVIDER shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement. PROVIDER shall hold the Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those

directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. PROVIDER shall be responsible for the breach of this Agreement by any of its Representatives.

PROVIDER shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the Confidential Information, and shall apply the same level of care as it employs to protect its own confidential information of like nature.

PROVIDER shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by PROVIDER on any reproduction, modification, or translation of such Confidential Information. If requested by the County, PROVIDER shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the County, as directed.

If requested by the County, PROVIDER shall return or destroy all Personally Identifiable Information it holds upon termination of this Agreement.

### **Limitations on Obligations**

The obligations of confidentiality assumed by PROVIDER pursuant to this Agreement shall not apply to the extent PROVIDER can demonstrate that such information:

- Is part of the public domain without any breach of this Agreement by PROVIDER;
- Is or becomes generally known on a non-confidential basis, through no wrongful act of PROVIDER; Was known by PROVIDER prior to disclosure hereunder without any obligation to keep it confidential; Was disclosed to it by a third party which, to the best of PROVIDER's knowledge, is not required to maintain its confidentiality;
- Was independently developed by PROVIDER;
- Is the subject of a written agreement whereby the County consents to the disclosure of such Confidential Information by PROVIDER on a non-confidential basis.

### **Legal Disclosure**

If PROVIDER or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, PROVIDER shall give the County prompt notice thereof (unless it has a legal obligation to the contrary) so that the County may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, PROVIDER and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

### **Unauthorized Use, Disclosure, or Loss**

If PROVIDER becomes aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or if any Confidential Information is lost or cannot be accounted for, PROVIDER shall notify the COUNTY Purchasing the same business day the PROVIDER becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the PROVIDER's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.



The PROVIDER shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The PROVIDER shall reasonably cooperate with the County's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable Corrective Action Plan.

If the unauthorized use, disclosure, or loss is of Personally Identifiable Information, or reasonably could otherwise identify individuals, PROVIDER shall, at its own cost, take any or all of the following measures that are directed by the County as part of a Corrective Action Plan:

- Notify the affected individuals by mail or the method previously used by the County to communicate with the individual. If the PROVIDER cannot with reasonable diligence determine the mailing address of the affected individual and the County has not previously contracted with that individual, the PROVIDER shall provide notice by a method reasonably calculated to provide actual notice.
- Notify consumer reporting agencies of the unauthorized release.
- Offer credit monitoring and identity theft insurance to affected individuals from a company, and under terms, acceptable to the County for one year from the date the individual enrolls in credit monitoring.
- Provide a customer service or hotline to receive telephone calls and provide assistance and information to affected individuals during hours that meet the needs of the affected individuals, as established by the County.
- Adequately staff customer service telephone lines to assure an actual wait time of less than five (5) minutes for callers.

#### **Additional Insurance Responsibility**

In addition to insurance required in the Standard Terms and Conditions (located in Section 8.0), PROVIDER shall be required to have the following:

- Telephone Consumer Protection Act (TCPA) – Minimum \$1 million in limits
- Security and Privacy Coverage – Minimum \$1 million in limits
- Crime Coverage for Third Party Theft

## SCHEDULE B: AUTHORIZED PAYMENTS AND PAYMENT SCHEDULE

Under this agreement, the collection rate will be as follows:

- |   |     |
|---|-----|
| 1. Clerk of Court (includes Family Court Services) referrals, no age differentiation      | 11% |
| a. No payment for any restitution debt owed to victims collected                          |     |
| 2. Clerk of Courts (includes Family Court Services) referrals to an out-of-state attorney | 27% |
| 3. All other departments non-legal rate   | 13% |
| 4. All other departments legal rate   | 35% |
| 5. Bad check recovery non-legal rate  |     |
| a. Fee will be the NSF fee allowed by COUNTY ordinance                                    |     |
| b. Full face value of recovered check will be returned to COUNTY                          |     |
| 6. Bad check legal recovery rate  | 35% |

Exception: When the accounts are in states where PROVIDER is not licensed to do business, the rate of reimbursement will be at 27%. The States this applies to at the time of the contract are:

Arizona  
Colorado  
Connecticut  
Delaware  
Hawaii  
Idaho  
Maryland  
Massachusetts  
New Jersey  
Utah  
and the Cities of Buffalo, NY and New York City, NY

If at any time during the contract PROVIDER loses its license in a state due to legislative changes, PROVIDER shall contact the COUNTY, in writing, within 30 calendar days and notify the COUNTY that collections in that state will be billed at the 27% rate. If at any time during the contract, PROVIDER is licensed in a state, PROVIDER shall contact the COUNTY, in writing, within 30 calendar days, and any collections previously outsourced will be charged at the 27% rate. All new accounts will be billed according to the regular rates. No changes will be authorized in rates until correspondence is received by the COUNTY

If an account in a state where the PROVIDER is not licensed to do business becomes licensed, the rate of reimbursement will revert to the lower applicable rate listed above.

No other money will be paid to the PROVIDER by Dane County for this service under this agreement. PROVIDER is responsible for all costs, expenses and disbursements required to provide the required services of this contract, including all telephone, fax, postage, photocopying, etc.

## **PAYMENT SCHEDULE**

The PROVIDER shall be entitled to a collection fee if payments are made as a result of the PROVIDER's efforts.

The COUNTY shall provide the PROVIDER at least monthly with the information on payments made directly to it on accounts assigned to the PROVIDER and will pay the collection fee on these amounts as provided herein.

Each COUNTY department may negotiate the method and frequency for paying collection fees to the PROVIDER.

Frequency of payment to the COUNTY may range from weekly to monthly as determined by each COUNTY department. The PROVIDER shall remit to each COUNTY department either the gross collections or the net collections. Payment to COUNTY may be made in form of check or ACH funds as determined by each COUNTY department.

- The Clerk of Court's Office shall be paid weekly for fines/costs accounts, and paid monthly for all other accounts. Payment shall be made in the form of a check or ACH funds, as determined by the Clerk of Court's Office. Payment to the Clerk of Court's Office will be net collected funds. (PROVIDER to retain their commission).
- PROVIDER shall apply Clerk of Court's payments in the following order: restitution debt (when there is such debt), the underlying judgment (principal), interest, NSF fees and other fees.

## **SCHEDULE C: REPORTING REQUIREMENTS AND PERFORMANCE REVIEWS**

PROVIDER agrees to provide weekly listings of returns with the weekly fines/costs account payments and monthly listings for all other accounts to the relevant department. Reports shall list last/first name, case number, balance outstanding and the reason why the account was returned. Account summary reports are available to the COUNTY at any time, upon request.

PROVIDER agrees to provide a summary report to the relevant departments by the 15<sup>th</sup> of each month and shall account for all collection activity up to and including the last day of the previous month.

PROVIDER agrees to provide additional detailed reports upon request.

### **PERFORMANCE REVIEWS**

COUNTY will semiannually review PROVIDERs performance. Performance measures will include, but not be limited to, the following:

1. Collections performance
2. Customer complaints
3. Interaction with the COUNTY
4. Review of reports and files
5. Recommendations for change

COUNTY and PROVIDER will meet semiannually to review. PROVIDER will promptly follow up on any action items.

## **SCHEDULE D: STAFFING AND RETENTION OF ACCOUNTS**

### **STAFFING**

PROVIDER agrees to provide, at their own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of, or have any other contractual relationship with the COUNTY.

### **RETENTION OF ACCOUNTS**

In the event of non-renewal of the contract, referrals issued during the term of the contract may be retained for completion by the PROVIDER under the existing terms and fees at the option of the COUNTY. The COUNTY will convey its intention in a written communication 30 days prior to the expiration or non-renewal of the contract.

PROVIDER agrees that with the consent of the COUNTY, PROVIDER may retain accounts in repayment status after the expiration or non-renewal of the contract. The term beyond the conclusion of the contract will be equal to the time necessary for an average balance account to pay in full through monthly installments, with such a period determined in the best interests of the COUNTY. The COUNTY will convey its intention in a written communication 30 days prior to the expiration or non-renewal of the contract.