

ADDENDUM NO. 2

This Addendum No. 2 is issued for the Request for Proposal (RFP) for Statewide Collection Services for Court-Ordered Debt, which was issued on April 30, 2004.

Summary of this Addendum:

- Item 5 of the Procurement Schedule, “Clarifications, Modifications and/or Answers to Questions posted on Courtinfo website noted in Section 2.1.1”, has been postponed one week;
- The Minimum Qualification No. 6 has been clarified to include subcontractors;
- Correct the reference in Section 2.6(d);
- Clarify Section 4.14.5;
- Revise Appendix A-1 to include the hourly rate for optional on-site personnel referenced in Section 4.3 and to clarify the dollar volume threshold;
- Revise Appendix A-2 to clarify the dollar volume threshold;
- Revise the definition of “Client Group” to include the Franchise Tax Board (FTB) when the vendor is acting as a court’s or county’s agent in managing accounts with the FTB;
- Revise the Commercial Crime insurance with Fidelity limits in Section 5.21.1;
- Update Appendix D with revised information;
- List the questions asked at the Pre-Proposal Conference with answers.

The Administrative Office of the Courts has issued each page in this Addendum package to allow for full replacement of existing pages in the RFP document. Changes or additions to the text are in red-lined form for easy identification.

The following pages of the RFP are hereby replaced: 3, 9, 10, 30, 31 and 47.

Appendix A-1 is hereby replaced with Appendix A-1, Revision 1.

Appendix A-2 is hereby replaced with Appendix A-2, Revision 1.

Appendix D is hereby replaced with Appendix D, Revision 2.

II PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The AOC has developed the following list of key events from RFP issuance through contract negotiations. All deadlines are subject to change at the AOC’s discretion.

<u>No.</u>	<u>EVENTS</u>	<u>KEY DATES</u>
1	Issue RFP	April 30, 2004
2	Letter of Intent from Bidder to Participate in Pre-Proposal Conference	May 14, 2004, 5 pm
3	Pre-Proposal Conference	June 2, 2004, 10:00 am – 12:00 pm
4	Deadline for Vendor Requests for Clarifications, Modifications or Questions	June 11, 2004, 5 pm
5	Clarifications, Modifications and/or Answers to Questions posted on Courtinfo website noted in <u>Section 2.1.1</u>	June 24 <u>28</u> , 2004, 5 pm
6	Proposal Due Date and time	July 13, 2004, 1 pm (Pacific Time)
7	Negotiations (estimated)	July & August 2004
8	Notice of Intent to Award (estimated)	August 23, 2004
9	Notice of Award (estimated)	August 27, 2004

2.1.1 The RFP and any addenda that may be issued will be available on the following websites:

<http://www.courtinfo.ca.gov/reference/rfp/> (“Courtinfo website”)

2.1.2 RFP Not a Contract

The RFP does not constitute a contract or an offer for employment. In addition, any contract awarded as a result of this RFP is subject to any additional restriction, limitation, or condition enacted by the Legislature or established by the Judicial Council of California or a County Board of Supervisors that may affect the provisions, funding, or terms of the contract in any manner. The AOC reserves the right to make one award, multiple awards, or to reject all proposals, in whole or in part, submitted in response to this RFP. The AOC further reserves the right to make no award, and to modify or cancel, in whole or in part, this RFP.

No.	Minimum Qualifications
6.	Vendor <u>or its subcontractor(s)</u> must have all required licenses and permits for states where Vendor performs collection services
7.	Vendor must carry the insurance coverage required in <u>Section 5.21</u>

The Vendor must state specifically in its Executive Summary (see Section 3.1) how it complies with each minimum qualification specified above. Subject to the AOC’s right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have two (2) business days from receipt of such notification to file proof that all such qualifications are met.

2.6 Evaluation Criteria

Proposals will be evaluated based upon the following criteria, ~~listed in priority order~~. Although some factors are weighted more than others, all are considered necessary, and the proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the AOC reserves the right to reject any proposal whose costs are outside of the competitive range.

(a) Technical Understanding and Approach: 30%

The Vendor will be evaluated on its ability to understand the nuances of collections for court-ordered debt and plan a successful collections program for a Court or County. The Vendor will be evaluated on its proposed staffing of its project manager, lead collectors, and information technology staff for interfacing with a Court or County’s Case Management and/or accounting System(s).

(b) Company Experience: 25%

The Vendor will be evaluated on its experience performing services comparable to that described in Section IV, Statement of Work. The Vendor will also be evaluated on its ability to performed based on its staffing qualifications, company experience and size, and success in providing like services in an efficient manner to groups with similar requirements to that of the Courts and Counties. The AOC may contact a local Chamber of Commerce, the Better Business Bureau, the Federal Trade Commission, or the California State Attorney General-Public Inquiry Unit, as part of its reference check.

(c) Financial Viability and Stability: 10%

The Vendor will be evaluated on its ability, and that of any subcontractors, to successfully perform based on financial strength, significant events, staffing qualifications of the company, outstanding legal issues.

(d) **Cost/Pricing Factors: 35%**

The proposal will be evaluated in terms of the percentage fee bid and the hourly rate for optional on-site personnel as specified in Section 4.43.

Notwithstanding the criteria and weights listed above, the AOC reserves the right to weigh factors that the AOC determines provides the best potential value for performance of the collection services.

2.7 Interviews and Negotiations

2.7.1 Interviews

Following the initial screening of proposals, the AOC reserves the right to require, and each Vendor must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. The AOC requires that the Vendor's proposed Project Manager be present during the interviews. The AOC reserves the right to interview one or more proposers, or none. Proposers will be responsible for all costs related to the interview, which, at the AOC's sole discretion, may be in-person and/or by teleconference.

2.7.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at their discretion, within a competitive fee range. The AOC reserves the right to award a contract, if any, without negotiations.

2.8 Award of Contract

The Evaluation Committee will make a final recommendation for award of the Part One and Part Two work to the Enhanced Collections Steering Committee. A Notice of Intent to Award will be issued to all proposers at least three (3) calendar days prior to the date that action to award the contract will be taken. Upon award, the successful proposer(s) will be required to execute a Master Agreement for Part One and/or Part Two services in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide certificates of insurance in conformance with Section 5.21 within ten (10) business days of the award.

2.9 Protest Procedures

Protests may only be filed by the Proposer, and may be based only upon one or both of the following grounds:

- a) The AOC failed to follow procedures and adhere to requirements set forth in the solicitation or any addendum thereto.
- b) The Proposer alleges misconduct or impropriety by the AOC or a member of the Evaluation Committee.

4.14 Pricing Structure

- 4.14.1 Contractor shall accept all accounts referred by a Court or a County on a contingency fee basis, understanding that compensation will be paid only from those monies collected by the Contractor and allocated as noted below.
- 4.14.2 The applicable Commission Fee noted in the Pricing Proposals shall be based on the volume of all Court and County accounts assigned to the Contractor, for the specific category of account noted in the Pricing Proposals, on the date of calculation of the invoice to be sent to a Court or County.
- 4.14.3 For victim restitution, Contractor's fee will be limited to the 10% administration fee allowed by statute and if authorized by a resolution by a County Board of Supervisors. Contractor will not be entitled to invoice a Court of a County for this fee until the victim's restitution has been paid in full.
- 4.14.4 For the optional services described in Section 4.11, Other Services, Contractor will invoice the Court or County, and will be compensated for collections performed by and received from FTB, at the rate identified in Appendix A-1, Pricing Proposal for Part One Services, net of the amount received from the FTB.
- 4.14.5 Contractor understands that the California Department of Motor Vehicles (DMV), and the California Franchise Tax Board (FTB) under its Tax Intercept Program, will sometimes collect the money due on an account that has been referred to the Contractor. The DMV and FTB will transmit these monies directly to the Court or County. Contractor shall receive no compensation from those accounts where monies are collected by the DMV or the FTB; i.e., no fee will be paid to Contractor if the debt is paid through the DMV or collected by the FTB.

V GENERAL CONDITIONS

5.1 Definitions – the following defined terms used in this Agreement shall have the meanings specified below:

1. “Acceptance”, “Accept” and “Accepted” means the Client’s written acceptance of a Service.
2. “Applicable Law” means any federal, state and local laws or ordinances, codes, legislative acts, regulations, ordinances, rules, rules of court and orders, as applicable.
3. “Business Day” means any day on which the Client is open for business.
4. “Client” means the Court or County entering into a Participating Agreement which references this Master Agreement.
5. “Client Agents” means the agents, subcontractors and other representatives of the Client, other than Contractor and Contractor Agents.
6. “Client Applicable Law” means all Applicable Laws that apply specifically and uniquely to the judicial branch of the State of California.
7. “Client Data” means all data and information (i) which is created for the Client or the Client Group in the course of Contractor or Contractor Agents providing the Services, or (ii) that has been submitted or made available to Contractor or Contractor Agents by or on behalf of the Client Group or Client Agents, including all such data and information relating to the Client Group and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.
8. “Client Group” means, collectively, (a) the participating Court and its County or (b) the participating County and its Court, and (c) the Franchise Tax Board (FTB) if the Contractor is acting as the Court’s or County’s agent in managing accounts with the FTB. Both the Court/County and its County/Court shall be deemed a direct and intended third party beneficiary under this Master Agreement.
9. “Confidential Information” has the meaning set forth in Section 5.18.
10. “Contract Year” means each 12-month period commencing on the Effective Date of this Master Agreement and thereafter upon each 12-month anniversary of the Effective Date.

(iii) Business auto liability, including coverage for all owned, hired and non-owned automobiles used in connection with delivery of the Services, with limits of not less than one million dollars \$1,000,000 each accident;

(iv) Errors and Omissions Liability insurance appropriate to the Contractor's profession. Coverage shall be for a professional error, act or omission arising out of the scope of services shown in the Contract with limits not less than \$1,000,000 each claim/\$2,000,000 aggregate;

(v) Commercial Crime insurance with Fidelity limits not less than \$21,000,000 per claim, Forgery limits not less than \$1,000,000 per claim, and Theft limits not less than \$1,000,000 per claim or a Fidelity Bond as specified in Section 5.21.3; and

(vi) Contractor shall furnish separate certificates of insurance for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Section 5.21.1 shall be subject to all of the requirements stated herein except for professional errors and omissions liability insurance.

(vii) All insurance which Contractor is obligated to carry pursuant to this Master Agreement, shall (i) with respect to commercial general liability and business auto liability insurance, be endorsed to name the Client Group as an additional named insured, and (ii) require the insurer to provide at least thirty (30) days prior written notice to the AOC of cancellation. For full coverage, each insurance policy shall be written on an "occurrence" form. Contractor shall cause its insurers to issue to the AOC on or before the Effective Date certificates of insurance evidencing that the coverages required under this Master Agreement are maintained in force. The insurers selected by Contractor shall be reputable and financially responsible insurance carriers, with a Best's minimum rating of "A+" (or any future equivalent).

5.21.2 Risk of Loss

Each Party will be responsible for the risk of loss of, and damage to, any equipment, software, facilities and other materials while in its possession or under its control.

5.21.3 Bond (in lieu of Commercial Crime insurance policy as described in Section 5.21.1.v)

The Contractor must provide a Comprehensive Dishonesty, Disappearance and Destruction (3-D) bond ("Bond") to cover each Vendor employee in the amount of \$2,000,000 for Employee Dishonesty and \$25,000 for Depositor's Forgery. Contractor must provide the AOC with 30 days' advance

**APPENDIX A-1, REVISION 1
 PRICING PROPOSAL FOR PART ONE SERVICES**

Traffic Matters (Failure to Appear) – Commission Fees							
Volume (\$)¹	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

Traffic Matters (Failure to Pay) – Commission Fees							
Volume (\$)¹	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

Misdemeanor Criminal Matters (Failure to Appear) – Commission Fees							
Volume (\$)¹	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

¹ Vendor must indicate dollar volume of placement at which commission fee changes

Misdemeanor Criminal Matters (Failure to Pay) – Commission Fees							
Volume (\$)²	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

Felony Criminal Matters (Failure to Pay) – Commission Fees							
Volume (\$)²	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

Attorney and Public Defender Fees – Commission Fees							
Volume (\$)²	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

² Vendor must indicate dollar volume of placement at which commission fee changes

Civil Fees – Commission Fees							
Volume (\$)³	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

Probation Fees – Commission Fees							
Volume (\$)³	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

Victim Restitution – Commission Fees							
Volume (\$)³	Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old

Hourly rate for optional On-site Personnel as described in Section 4.3: _____

Fee for option services as described in Section 4.11, Other Services: _____

³ Vendor must indicate dollar volume of placement at which commission fee changes

**APPENDIX A-2, REVISION 1
 PRICING PROPOSAL FOR PART TWO SERVICES**

Volume (\$) ⁴	Traffic Matters (Failure to Appear) – Commission Fees

Volume (\$) ⁴	Traffic Matters (Failure to Pay) – Commission Fees

Volume (\$) ⁴	Misdemeanor Criminal Matters (Failure to Appear) – Commission Fees

Volume (\$) ⁴	Misdemeanor Criminal Matters (Failure to Pay) – Commission Fees

⁴ Vendor must indicate dollar volume of placement at which commission fee changes

Volume (\$) ⁵	Felony Criminal Matters (Failure to Pay) – Commission Fees

Volume (\$) ⁵	Attorney and Public Defender Fees – Commission Fees

Volume (\$) ⁵	Civil Fees – Commission Fees

Volume (\$) ⁵	Probation Fees – Commission Fees

⁵ Vendor must indicate dollar volume of placement at which commission fee changes

Volume (\$) ⁶	Victim Restitution – Commission Fees

⁶ Vendor must indicate dollar volume of placement at which commission fee changes

**QUESTIONS SUBMITTED AT JUNE 2, 2004 PRE-PROPOSAL CONFERENCE
WITH ANSWERS:**

QUESTION	ANSWER
1. Is there a current contractor?	There is no current statewide master agreement. Some courts and counties outsource some or all of the collections of court ordered debt.
2. If bidding on separate counties does a proposal need to be submitted separately for each county?	No. However, such as proposal must identify which counties are being proposed.
3. What is the current collection fee and recovery percentage?	There is no current statewide master agreement. Current collection fees range from 15% to 40%.
4. Age of Accounts?	The age of the accounts for Part I services range from current to over 4 years old. Age of Part II services is noted in Appendix D. Some are 10 years or older.
5. 4.11 and 4.14.5 appear to be in conflict. If vendor processes FTB referral for collection then a fee can be charged. If intercept then no fee. Why?	<p>4.14.5 and 4.11 are not related to the same service. Under the optional 4.11, a vendor could supply the means (electronic format) for submitting accounts both to the FTB-Court Ordered Debt Program (a.k.a. FTB-COD) and/or they could supply the same service for submitting accounts to the FTB Tax Intercept Program. In both cases the vendor would get a previously negotiated fee for providing this service (as noted on the last page of the revised Appendix A-1), but as they are not doing any collection work they would not be entitled to a collection fee.</p> <p>As the vendor does not have the authority to place holds or submit accounts for tax intercept, Courts and Counties will be submitting accounts to the vendor where a hold on a license or registration may have been placed prior to the referral. The Courts and Counties may also submit a listing to the FTB Tax Intercept Program on accounts referred to the vendor. In the cases where money is collected by either the DMV and/or</p>

QUESTION	ANSWER
	FTB Tax Intercept Program and sent directly to the Court or County, as the vendor did not collect the money they are not entitled to their normal collection fee. If the above actions do not pay the account in full and the vendor collects additional payments and/or convinces the defendant to pay them in the case of a DMV hold, vendor will be paid their normal fee.
6. Will agencies be disqualified from the process if they are only licensed in California?	No. Vendors should either have subcontractors who have licenses in other states or show how it intends to subcontract with firms licensed in other states.
7. Were all potential "Subcontractors" required to attend the pre-bid conference or just the "Primary" agency?	No; only vendors submitting proposals are required to attend the pre-proposal conference (e.g., the "Primary" agency).
8. Will the courts "waive" filing fees for pursuit of their accounts?	Assume you will be charged for filing fees.
9. Will the AOC move into compliance, on this bid, with A.B. 1829, prohibiting vendors who place work with their overseas operations?	The contract terms and conditions require Contractor to comply with any federal, state and local laws or ordinances, codes, legislative acts, regulations, ordinances, rules, rules of court and orders, as applicable. If AB1829 is passed into law, Contractor will be required to comply.
10. Are there any current issues (pending) that could delay any of the established time-lines?	No. The schedule includes our report to the Judicial Council in August on the status of the solicitation which will include the names of the firms that we intend to enter into Master Agreements with.
11. Will you publish a list of attendees for the mandatory pre-bid conference?	Yes; it has been posted on the Courtinfo website.
12. Is the AOC going to provide a "Preference" in the evaluation process, for California-based agencies?	No.

QUESTION	ANSWER
<p>13. It's our understanding that counties currently pay some vendor or court debt collection costs now. Will counties be permitted separate payments to a vendor or court where they deem it advantageous in spite of section 4.14 calling for vendor payment only on a contingency basis from monies collected?</p>	<p>Master Agreements resulting from this solicitation will not be mandatory for courts or counties. Counties can have separate payments to a vendor or court where they deem it advantageous.</p>
<p>14. Section 2.5 and 4.3 require a vendor to provide full-time, on-site staff to every requesting court is difficult to address. In a search for creative solutions can smaller jurisdictions meet that requirement through clustering staff at a regional site?</p>	<p>Section 2.5 and 4.3 require a vendor to provide optional on-site staff if a court or county requests such services. Some courts and counties use their own staff for on-site collection services; however, some large courts and counties may need on-site support. Our subcommittee believes that clustering staff at regional sites will meet the requirements of some but not all of the courts and counties.</p>
<p>15. Will payments be from 1 source, or will each jurisdiction require its own invoice? Will each court report its own direct payments or will that be centralized?</p>	<p>Each court and county is a separate entity and will require its own invoices; invoicing will not be centralized. Each court and county will be required to report collection data annually to the Judicial Council.</p>
<p>16. Can you give examples of fee rates individual counties are currently paying their collection vendors? Upon what volume is that rate based?</p>	<p>Rates vary from 15% to 40%. Specific data, including volume, is not available.</p>
<p>17. What is the average age of cases in Part II?</p>	<p>Old. The only data we have available on the average age of cases in Part II is indicated in Appendix D. Some accounts are 10 years or older.</p>
<p>18. How many counties have signed on so far?</p>	<p>None. The master agreement(s) resulting from this solicitation will not be mandatory.</p>
<p>19. How many are anticipated?</p>	<p>We can't provide an estimate. The AOC has seen widespread use by the trial courts of non-mandatory branch-wide master agreements it has put into place for use by the trial courts.</p>

QUESTION	ANSWER
20. C 1-4 requires a minimum amount of information. Is there any objection to reporting additional data?	The reports listed in Appendix C are samples. We expect that courts and counties will be open to reporting of additional data.
21. 4.4.2: Will each court provide their own background check requirements for telephone employees and management or will there be a consistent requirement?	Each court or county will provide its own background check requirements.
22. 4.4.3: Does the court anticipate customized access to the vendor's system for each jurisdiction, or will there be one standard used?	We expect customized access to the vendor's system for each court or county. Although the Judicial Council has plans to standardize accounting and case management systems for the trial courts (there is no similar program for the counties), it will be 5 to 7 years at a minimum before these systems will be fully developed and implemented for the courts.
23. 5.10: Are third party skip tracing services and letter vendors included under "subcontractors"?	No.
24. 4.14.3: After restitution is paid in full, when will the commission be paid? What is the time frame?	After the restitution is paid in full and the fee collected, the commission will be paid in accordance with a court or county's payment terms that would be indicated in the Participation Agreement.
25. A-2-1 Footnote 4: Does the statement "Vendor must indicate dollar volume at which commission fee changes" refer to dollar placed or dollars collected? Is this based on a monthly, quarterly, yearly figure?	The dollar volume at which the commission fee changes refers to the dollars placed.
26. 3.5.2(c): We assume the word "unlimited" is meant to infer the capacity to handle all placements that are made available. Is that correct? - In addition, would the courts like a disaster recovery plan?	Yes; "unlimited" is meant to infer the capacity to handle all placements that are made available. The courts and counties expect the vendor to have a disaster recovery plan. Details of the plan can be included in a vendor's proposal.

QUESTION	ANSWER
27. Will the placements come from one central source or will each county send its own files individually?	Each court and county will send its own files individually.
28. Does Part II business have to be conducted in California? Will any preference be given to companies that will keep the jobs in California?	Part II business is not required to be conducted in California. However, if AB1829 is passed, the contractor will need to comply. None of the evaluation criteria listed in Section 2.6 include a specific preference to companies that will keep jobs in California.
29. When will the remaining information of Appendix D be available? Is there a deadline for counties to join this process?	We have no plans on compiling a complete list of discharged or about-to-be discharged accounts. Appendix D is a “sampling” of Part II data. The master agreement(s) resulting from this solicitation are not mandatory to a court or county; therefore, there is no deadline for a county to join the process.
30. Section 4.4.1 – In order to determine the cost of converting information from paper to electronic, we need an idea of the number and percentage of cases on paper versus electronic. In this information available?	No. If the fees to be submitted in Appendix A-1 and A-2 differ for data provided to a vendor through electronic versus paper means, the proposer should consider submitting separate Appendices for electronic and paper transmission of data.
31. 4.4.1 – Can the courts provide samples of the paper cases or describe the fields that will be transcribed?	The fields will include the standard demographics which may include, but are not limited to: name, address, fine amount, violation code, sometimes social security number or driver’s license and/or date of birth, etc.
32. Just to clarify, the on-site personnel requirement only applies to Part I, correct?	Correct.
33. Will the committee be open to creative methods of collections? Possible other avenues for cost effective collections in addition to this proposal?	Our subcommittee will be open to creative methods of collections and possible other avenues for cost effective collections.

QUESTION	ANSWER
34. 3.5.2(e): Vendor shall provide details of other automated systems – Please explain or define “call distributors”	Predictive dialers.
35. Do you have any idea of the percentage of work that would be “Victim Restitution”?	About 7%.
36. Would the AOC consider a return or cancel account policy longer than six months (4.1.6)	Each court and county can decide on a different timeframe for the possible return or cancellation of an account in its Participation Agreement.
37. 4.4.1 – Would the AOC consider separate pricing for receiving accounts electronically vs manually (paper) there is a significant difference in time/cost.	Yes. Our subcommittee will consider separate pricing for receiving accounts electronically versus manually.
38. When the collection agency is the party that brings to the defendant’s attention that their CDL is “suspended” or “on hold” is the agency entitled to payment?	The collection agency is entitled to payment of a fee if it collects the payment from the defendant.