

STATE OF CONNECTICUT

BOARD OF TRUSTEES

FOR THE STATE COLLEGES

P. O. Box 2008

NEW BRITAIN, CONNECTICUT 06050

TEL, NEW BRITAIN: 203-229-1607

TEL. HARTFORD: 203-566-7373

RESOLUTION

concerning

THE COLLECTION OF DELINQUENT AMOUNTS

OWED TO

THE STATE COLLEGES

November 6, 1981

WHEREAS, The Board of Trustees, through BR #74-75, dated November 1, 1974, authorized an agreement with the Division of Central Collections of the Department of Finance and Control, now the Bureau of Collection Services of the Department of Administrative Services, for the purpose of effecting the collection of delinquent accounts of the National Defense, National Direct and Nursing Student Loan Programs, and

WHEREAS, The Board of Trustees, through BR #76-81, dated September 3, 1976, directed that the State Colleges should transmit to the Division of Central Collections the delinquent accounts of all funds, and

WHEREAS, The Bureau of Collection Services, on May 14, 1981, gave notice of termination of the agreements with the Board of Trustees, effective July 1, 1981, and

WHEREAS, Neither the Central Office nor the individual colleges has the capability for extended legal pursuance of the delinquent accounts, be it

RESOLVED, That BR #76-81, dated September 3, 1976, is rescinded and the Executive Director is authorized to determine the best means of providing collection services for the colleges and for the Center for the Collection of Student Loans and, further, to take the steps necessary to obtain such services.

\ Certified True Copy:

James A. Frost Executive Director

PERSONAL SERVICE AGREEMENT

CO-802A REV. 7/: (Stack No. 6948-1 Prepare in quintu	70-01) plicate. The stat	named parties hereby ed herein and subject	to the availa	reement su bility of ap	ubject to opropriate		and condit		Original A	\mendmen
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Attachment to Personal Services Agreement No. 82-52
Concerning the Collection of Delinquent Accounts
for the Period from May 1, 1982 through May 1, 1983
Between the Board of Trustees for the Connecticut State Colleges (Client)
and Management Adjustment Bureau, Inc. (Agency).

The purpose of this attachment is to set forth the terms and conditions under which Management Adjustment Bureau, Inc., will perform collection services for the Board of Trustees for the Connecticut State Colleges. These terms and conditions are as follows:

- 1. Throughout the period of this agreement, the Agency will possess a Connecticut license to operate as a collection agency and will perform its services in accordance with Federal laws and regulations and with those of all states in which the Agency makes collection efforts on behalf of the Client.
- 2. The Agency shall indemnify and hold the Client harmless from any and all claims, actions or demands arising from the acts or omissions of the Agency, its employees or agents in the performance of its obligations under this agreement. Throughout the period of this agreement the Agency shall retain Hold Harmless type of insurance coverage in an amount of at least \$500,000.
- 3. As long as this agreement is in force the Agency shall carry Employee Surety Bond coverage in an amount of at least \$100,000.
- 4. For delinquent accounts of the National Defense/Direct and Nursing Student Loan program, all related business will be transacted through the Client's Central Office and for accounts owing for tuition and other items, the Agency will deal directly with the appropriate college.

All routine written and telephonic communication with the Agency shall be through its office at 2 North Central Avenue, Buffalo, New York 14212 (716-897-4070). Written and telephonic communications pertaining to National Defense/Direct and Nursing Student Loans shall be directed by the Agency to the Client at P.O. Box 2008, New Britain, Connecticut 06050 (203-827-7700). Communications regarding other accounts should be directed as follows:

Business Office Western Connecticut State College 181 White Street Danbury, Connecticut 06810 (203-797-4060) Business Office Central Connecticut State College 1615 Stanley Street New Britain, Connecticut 06050 (203-827-7213)

5. The Agency fee shall be a flat 25% commission on all monies collected by either the Agency or the Client against the referred amount,

including principal, interest and/or collection fees referred by the Client, and excluding collections not applied to the referred amount, such as those applied to recover the costs of legal action. There shall be no other charges assessed the Client either by added billing or by withholding from collections transmitted.

- 6. The Agency will absorb the cost of any litigation which is not recoverable from the debtor.
- 7. No fee will be charged on amounts legitimately authorized for cancellation, deferment, etc.
- 8. By the fifteenth of the following month, the prior month's gross collections shall be reported, by college and by debtor, to the Client's Central Office for all National Defense/Direct and Nursing Student Loan accounts, each report to be accompanied by a check in the total amount of collections reported. Checks should be made payable to "Board of Trustees for State Colleges".
- 9. By the fifteenth of the following month, the prior month's gross collections shall be reported to each college, by debtor, for tuition and other accounts, each report to be accompanied by a check in the total amount of collections reported. Checks should be made payable to each college by name.
- 10. The Agency's fee invoices shall accompany the reports of collections. The several offices of the Client shall act without delay to effect payment to the Agency.
- 11. Adjustments to accounts and collections received by the Client will be reported to the Agency on forms provided by the Agency.
- 12. The following reports shall be provided by the Agency monthly unless experience leads both parties to agree that a greater or lesser frequency is preferable:

Collection/Remittance Report

Debtor Status Report - shows date and amount assigned, amount collected and remitted, unpaid balance due, fees earned, and action taken by Agency.

Acknowledgement Report - listing of accounts and amounts assigned for collection.

Other reports, such as deletion lists, changes of address or other particulars, etc., may be provided as the need arises.

13. Except in the case of bankruptcy or death of the debtor, or some other provable inability to pay, the Agency will work each assigned account with diligence for not less than six months before returning the account

to the Client.

- 14. Upon the signing of this agreement, the Client will transmit to the Agency, in numbers and amounts approximating those stated in the proposal request of December 1, 1981, the documentation necessary for the servicing of its delinquent accounts. Subsequent to the initial transmittal of accounts, the Client has no obligation to submit additional accounts but may do so.
- 15. In transmitting delinquent accounts to the Agency for collection, the Client shall furnish the following as a minimal amount of information:

Name (including aliases, married, single names)
Last known address
Social Security number
Amount due
Type of obligation

All other available pertinent information shall be furnished by the Client.

- 16. The Agency is not authorized to accept a compromise settlement with any debtor.
- 17. When the Agency believes that the condition of an account is such that legal action is warranted, it shall so recommend to the Client, giving the reasons therefore. The Agency shall not proceed with the recommended legal action unless and until written authorization is received from the Client. If the Client requires legal action in any case, despite a contrary recommendation of the Agency, the Client shall be responsible for all court and attorney's costs which may not be collectible from the debtor.
- 18. Any National Defense/Direct or Nursing Student Loan account returned by the Agency to the Client because of the apparent impossibility of effecting collection must be accompanied by a statement acceptable to Federal authorities for the purpose of assignment of such account to the appropriate Federal office.
- 19. Upon written request, accounts may be withdrawn by the Client provided:
 - a. No collections have been posted to the account within three months prior to the withdrawal request date.
 - b. No arrangements have been made for payment beginning within thirty days of the withdrawal request date.
 - c. No legal action has been initiated.

Should it be necessary to withdraw an account which falls in one of the exception catagories, a full fee will be charged. No fee shall be charged for payments received by the Agency from debtors whose accounts have been returned to the Client.

20. Upon termination of this agreement, the Agency will deliver, within thirty days of the termination date and at no cost to the Client, the following:

a. A complete list, in Status Report format, of all accounts

being returned to the Client.

b. A complete list, in Status Report format, of all accounts being retained by the Agency together with the reason for retention of each account.

c. A hard copy record of all transactions and other pertinent

information obtained for each account.

- d. Other necessary information which may be requested by the Client.
- 21. Upon termination of this agreement, accounts shall be returned to the Client or retained by the Agency in accordance with provisions set forth in Item 19, which pertains to withdrawal of accounts from the agency. For accounts retained by the Agency, terms of this agreement shall continue to apply until such time as said accounts are liquidated or returned to the Client by the Agency for other reasons.
- 22. Either party may, upon thirty days' written notice, terminate this agreement.
- 23. Any notice required under this agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Management Adjustment Bureau, Inc. at 2 North Central Avenue Buffalo, New York 14212

If to Board of Trustees for Connecticut State Colleges at P.O. Box 2008

New Britain, Conn. 06050

Either party may specify a different address by sending to the other written notice of such different address.

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Attachment to Personal Services Agreement No. 82-51
Concerning the Collection of Delinquent Accounts
for the Period from May 1, 1982 through May 1, 1983
Between the Board of Trustees for the Connecticut State College (Client)
and American Credit & Collection, Inc. (Agency)

The purpose of this attachment is to set forth the terms and conditions under which American Credit & Collection, Inc., will perform collection services for the Board of Trustees for the Connecticut State Colleges. These terms and conditions are as follows:

- 1. Throughout the period of this agreement, the Agency will possess a Connecticut license to operate as a collection agency and will perform its services in accordance with Federal laws and regulations and with those of all states in which the Agency makes collection efforts on behalf of the Client.
- 2. The Agency shall indemnify and hold the Client harmless from any and all claims, actions or demands arising from the acts or omissions of the Agency, its employees or agents in the performance of its obligations under this agreement. Throughout the period of this agreement the Agency shall retain Hold Harmless type of insurance coverage in an amount of at least \$500,000.
- 3. As long as this agreement is in force the Agency shall carry Employee Surety Bond coverage in an amount of at least \$100,000.
- 4. For delinquent accounts of the National Defense/Direct and Nursing Student Loan program, all related business will be transacted through the Client's Central Office and for accounts owing for tuition and other items, the Agency will deal directly with the appropriate college.

All routine written and telephonic communication with the Agency shall be through its office at 265 Medford Street, P.O. Box 119, Somerville, Massachusetts 02143 (617-623-5500). Written and telephonic communications pertaining to National Defense/Direct and Nursing Student Loans shall be directed by the Agency to the Client at P.O. Box 2008, New Britain, Connecticut 06050 (203-827-7700). Communications regarding other accounts should be directed as follows:

Business Office
Eastern Connecticut State College
83 Windham Street
Willimantic, Conn. 06226
(203-456-2231)

Business Office
Southern Connecticut State College
501 Crescent Street
New Haven, Conn. 06515
(203-397-4255)

5. The Agency fee shall be a flat 30% commission on all monies collected by either the Agency or the Client against the referred amount,

including principal, interest and/or collection fees referred by the Client, and excluding collections not applied to the referred amount, such as those applied to recover the costs of legal action. A fee of 40% shall apply to collections from litigated accounts to include attorney fees, court costs, etc. There shall be no other charges assessed the Client either by added billing or by withholding from collections transmitted.

- 6. The Agency will absorb the cost of any litigation which is not recoverable from the debtor.
- 7. No fee will be charged on amounts legitimately authorized for cancellation, deferment, etc.
- 8. Each week the gross collections for the prior week shall be reported, by college and by debtor, to the Client's Central Office for all National Defense/Direct and Nursing Student Loan accounts, each report to be accompanied by a check in the total amount of collections reported. Checks should be made out to "Board of Trustees for State Colleges".
- 9. By the fifteenth of the following month, the prior month's gross collections shall be reported to each college, by debtor, for tuition and other accounts, each report to be accompanied by a check in the total amount of collections reported. Checks should be made out to each college by name.
- 10. The Agency's fee invoices shall accompany the reports of collections.

 The several offices of the Client shall act without delay to effect payment to the Agency.
- 11. Adjustments to accounts and collections received by the Client will be reported to the Agency on forms provided by the Agency.
- 12. The following reports shall be provided by the Agency monthly unless experience leads both parties to agree that a greater or lesser frequency is preferable:
 - Collection/Remittance Report (weekly in the case of National Defense/Direct and Nursing Student Loan accounts)
 - Debtor Status Report shows date and amount assigned, amount collected and remitted, unpaid balance due, fees earned, and action taken by Agency.
 - Acknowledgement Report listing of accounts and amounts assigned for collection.

Other reports, such as deletion lists, changes of address or other particulars, etc., may be provided as the need arises.

13. Except in the case of bankruptcy or death of the debtor, or some other

provable inability to pay, the Agency will work each assigned account with diligence for not less than six months before returning the account to the Client.

- 14. Upon the signing of this agreement, the Client will transmit to the Agency, in numbers and amounts approximating those stated in the proposal request of December 1, 1981, the documentation necessary for the servicing of its delinquent accounts. Subsequent to the initial transmittal of accounts, the Client has no obligation to submit additional accounts but may do so.
- 15. In transmitting delinquent accounts to the Agency for collection, the Client shall furnish the following as a minimal amount of information:

Name (including aliases, married, single names)
Last known address
Social Security number
Amount due
Type of obligation

All other available pertinent information shall be furnished by the Client.

- 16. Accounts with balances due of less than \$10.00 will not be accepted for collection by the Agency.
- 17. The Agency is not authorized to accept a compromise settlement with any debtor.
- 18. When the Agency believes that the condition of an account is such that legal action is warranted, it shall so recommend to the Client, giving the reasons therefore. The Agency shall not proceed with the recommended legal action unless and until written authorization is received from the Client. If the Client requires legal action in any case, despite a contrary recommendation of the Agency; the Client shall be responsible for all court and attorney's costs which may not be collectible from the debtor.
- 19. Any National Defense/Direct or Nursing Student Loan account returned by the Agency to the Client because of the apparent impossibility of effecting collection must be accompanied by a statement acceptable to Federal authorities for the purpose of assignment of such account to the appropriate Federal office.
- 20. Upon written request, accounts may be withdrawn by the Client provided:
 - a. No collections have been posted to the account within three months prior to the withdrawal request date.
 - b. No arrangements have been made for payment beginning within thirty days of the withdrawal request date.
 - c. No legal action has been initiated.

Should it be necessary to withdraw an account which falls in one of the exception categories, a full fee will be charged. No fee shall be charged for payments received by the Agency from debtors whose accounts have been returned to the Client.

- 21. Upon termination of this agreement, the Agency will deliver, within thirty days of the termination date and at no cost to the Client, the following:
 - a. A complete list, in Status Report format, of all accounts being returned to the Client.
 - b. A complete list, in Status Report format, of all accounts being retained by the Agency together with the reason for retention of each account.
 - c. A hard copy record of all transactions and other pertinent information obtained for each account.
 - d. Other necessary information which may be requested by the Client.
- 22. Upon termination of this agreement, accounts shall be returned to the Client or retained by the Agency in accordance with provisions set forth in Item 20, which pertains to withdrawal of accounts from the agency. For accounts retained by the Agency, terms of this agreement shall continue to apply until such time as said accounts are liquidated or returned to the Client by the Agency for other reasons.
- 23. Either party may, upon thirty days' written notice, terminate this agreement.
- 24. Any notice required under this agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:
 - If to American Credit & Collection, Inc. at 265 Medford Street, Suite 200 P.O. Box 119 Somerville, Mass. 02143
 - If to Board of Trustees for Connecticut State Colleges at P.O. Box 2008

 New Britain, Conn. 06050

Either party may specify a different address by sending to the other written notice of such different address.

STATE OF CONNECTICUT



BOARD OF TRUSTEES

FOR THE STATE COLLEGES

P.O. Box 2008

NEW BRITAIN, CONNECTICUT 06050

TEL. NEW BRITAIN: 203-229-1607

TEL. HARTFORD: 203-566-7373

RESOLUTION

concerning

THE COLLECTION OF DELINQUENT AMOUNTS
OWED TO
THE STATE COLLEGES

September 3, 1976

WHEREAS, The State Colleges from time to time determine that amounts owed to them for various fees and charges have become delinquent and are beyond their capability for extended legal pursuance, and

WHEREAS, The Division of Central Collections of the Department of Finance and Control provides collection services which are both effective and inexpensive, be it

RESOLVED, That the State Colleges, using procedures already in effect for this purpose, shall transmit to the Division of Central Collections of the Department of Finance and Control the delinquent accounts of all funds which they are unable to collect using their own resources, such transmittals to be in accordance with the terms of the 1974 agreement between the Board of Trustees and said Division.

A Certified True Copy:

James A. Frost

Executive Secretary