

**AMENDMENT NO. 4**

**WHEREAS**, Suffolk County Community College ("College") and Immediate Credit Recovery, Inc. ("ICR" or "Contractor") entered into an Agreement on September 27, 2018 wherein Contractor agreed to provide collection agency services to assist the College in the collection of delinquent student accounts, consisting of unpaid tuition and fees, payment plans, and other College charges ("**Services**"); and

**WHEREAS**, on July 12, 2019, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to August 31, 2020; and

**WHEREAS**, on June 23, 2020, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to August 31, 2021; and

**WHEREAS**, on August 4, 2021, the parties executed Amendment No. 3 to the Agreement, which extended the term thereof to August 31, 2022; and

**WHEREAS**, on September 1, 2022, ICR and Collection Bureau of the Hudson Valley, Inc. (CBHV), with a principal place of business located at 155 North Plank Road, Newburgh, New York 12550, executed an Asset Purchase Agreement and an Assignment Agreement which, respectively, transferred ICR's existing contractual obligations, assets and liabilities rights, and authorized CBHV to utilize the name "Immediate Credit Recovery" as a D/B/A, and

**WHEREAS**, the College and CBHV desire to amend the Agreement in order to reflect the College's consent to assign said Agreement from IRC to CBHV and to extend the term thereof for an additional one (1) year.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The Agreement shall be assigned from Immediate Credit Recovery, Inc. to Collection Bureau of the Hudson Valley, Inc., effective **September 1, 2022**; and
- 2) The Agreement shall be amended to identify Collection Bureau of the Hudson Valley, Inc. as the Contractor obligated to perform services in accordance with said Agreement; and
- 3) The term of the Agreement shall be extended to **August 31, 2023**; and
- 4) All other terms and conditions of the original Agreement and Amendments thereto, *not inconsistent herewith*, shall remain in full force and effect.

Collection Bureau of the Hudson Valley, Inc.  
(formerly, Immediate Credit Recovery, Inc.)  
Collection Agency Services

Contract No.: 23-CC-016

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Collection Bureau of the Hudson Valley, Inc.  
FID # 14-1587088

Suffolk County Community College

By: Eric Najork  
Eric Najork  
President

By: Edward T. Bonahue, Ph.D.  
Edward T. Bonahue, Ph.D.  
President

Date: 10/18/2022

Date: 10/18/22

Approved as to Legality:  
Suffolk County Community College

Approved:  
Suffolk County Community College

By: Alicia S. O'Connor  
Alicia S. O'Connor  
College Deputy General Counsel

By: Mark D. Harris, DBA  
Mark D. Harris, DBA  
Vice President for Business and  
Financial Affairs

Date: 10/18/2022

Date: 10.18.2022

**AMENDMENT NO. 3**

**WHEREAS, Suffolk County Community College ("College") and Immediate Credit Recovery, Inc. ("Contractor")** entered into an Agreement on September 27, 2018 wherein Contractor agreed to provide collection agency services to assist the College in the collection of delinquent student accounts, consisting of unpaid tuition and fees, payment plans, and other College charges ("**Services**"); and

**WHEREAS**, on July 12, 2019, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to August 31, 2020; and

**WHEREAS**, on June 23, 2020, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to August 31, 2021; and

**WHEREAS**, the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **September 1, 2021 through August 31, 2022**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**Immediate Credit Recovery, Inc.**  
FID # 13-3587371

**Suffolk County Community College**

By: Wendy Bianco  
Wendy Bianco  
Senior Vice President of Administrative Services

By: [Signature]  
Dr. Edward Bonahue  
President

Date: 8/2/2021

Date: 8/4/21

**Approved as to Legality:**  
**Suffolk County Community College**

**Approved:**  
**Suffolk County Community College**

By: Alicia S. O'Connor  
Alicia S. O'Connor  
College Deputy General Counsel

By: [Signature]  
Mark D. Harris, DBA  
Vice President for Business and Financial Affairs

Date: 08/02/2021

Date: 08.02.2021

**AMENDMENT NO. 2**

**WHEREAS, Suffolk County Community College ("College") and Immediate Credit Recovery, Inc. ("Contractor")** entered into an Agreement on September 27, 2018 wherein Contractor agreed to provide collection agency services to assist the College in the collection of delinquent student accounts, consisting of unpaid tuition and fees, payment plans, and other College charges ("**Services**"); and

**WHEREAS,** on July 12, 2019, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to August 31, 2020; and

**WHEREAS,** the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

**NOW, THEREFORE,** it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **September 1, 2020 through August 31, 2021**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this Amendment as of the latest date written below.

**Immediate Credit Recovery, Inc.**  
FID # 13-3587371

By:   
Lynn Reynolds  
SVP, Sales & Marketing


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

**Suffolk County Community College**

By:   
Louis J. Petrizzo  
Interim President

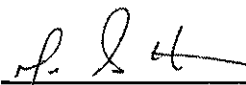
Date: 06/23/2020

**Approved as to Legality:**  
**Suffolk County Community College**

By:   
Alicia S. O'Connor  
College Deputy General Counsel

Date: 06/23/2020

**Approved:**  
**Suffolk County Community College**

By:   
Mark D. Harris, DBA  
Vice President for Business and  
Financial Affairs

Date: 6.23.2020

**AMENDMENT NO. 1**

WHEREAS, Suffolk County Community College ("College") and Immediate Credit Recovery, Inc. ("Contractor") entered into an Agreement on September 27, 2018 wherein Contractor agreed to provide collection agency services to assist the College in the collection of delinquent student accounts, consisting of unpaid tuition and fees, payment plans, and other College charges ("Services"); and

WHEREAS, the College desires to extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.


NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:


- 1) The term of the Agreement shall be extended for the period beginning **September 1, 2019 through August 31, 2020**; and
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Immediate Credit Recovery, Inc.  
FID # 13-3587371

Suffolk County Community College

By:   
Frank Roa  
Chief Executive Officer

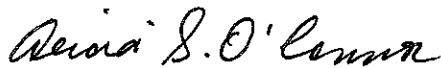
By:   
Louis J. Petrizzo  
College General Counsel/Executive V.P.

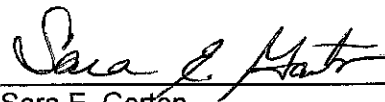
Date: 07/03/2019

Date: 07/12/19

Approved as to Legality:  
Suffolk County Community College

Approved:  
Suffolk County Community College

By:   
Alicia S. O'Connor  
College Deputy General Counsel

By:   
Sara E. Gorton  
Associate Dean of Financial Affairs

Date: 7/9/19

Date: 7/11/19

**AGREEMENT**

This Agreement (Agreement) is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

**Immediate Credit Recovery, Inc. ("Contractor")**, a New York corporation having its principal place of business at 6 Neptune Road, Suite 110, Poughkeepsie, New York 12601.

The parties hereto desire for Contractor to provide collection agency services to assist the College in the collection of delinquent student accounts, consisting of unpaid tuition and fees, payment plans, and other College charges ("**Services**").

**Term of Agreement:** September 1, 2018 to August 31, 2019 with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

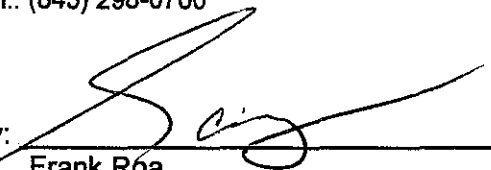
**Total Cost of Agreement:** Shall not exceed amounts as set forth in Exhibit E, annexed hereto.

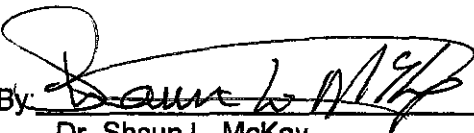
**Terms and Conditions:** Shall be as set forth in Exhibits A through G, annexed hereto.

**In Witness Whereof**, the parties hereto have executed this Agreement as of the latest date written below.

**Immediate Credit Recovery, Inc.**  
Fed. Tax ID # 13-3587371  
Tel.: (845) 298-0700

**Suffolk County Community College**

By:   
\_\_\_\_\_  
Frank Róa  
Chief Executive Officer

By:   
\_\_\_\_\_  
Dr. Shaun L. McKay  
President

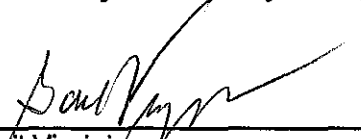
Date: 9/20/18

Date: 9/27/18

**Approved as to Legality:**  
**Suffolk County Community College**

**Approved:**  
**Suffolk County Community College**

By:   
\_\_\_\_\_  
Louis J. Petruzzo  
College General Counsel/Executive V.P.

By:   
\_\_\_\_\_  
Gail Vizzini  
Vice President for Business and  
Financial Affairs

Date: 09/25/18

Date: 9-25-18

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**EXHIBIT A**  
**General Terms and Conditions**

**Whereas**, the College issued a Request for Proposals (RFP), which was advertised on March 29, 2018; and

**Whereas**, Contractor submitted a proposal in response to such RFP on April 19, 2018; and

**Whereas**, the College has selected Contractor to provide the services as set forth herein; and

**Now therefore**, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

**1. Contractor Responsibilities**

**a. Services**

Contractor shall provide the Services described in Exhibit D, entitled "Description of Services."

**b. Qualifications and Licenses**

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

**2. Term and Termination**

**a. Term**

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

**b. Termination for Cause**

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii.** If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

**d. Termination for Convenience**

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

**3. Indemnification**

**a. General**

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

**b. Federal Copyright Act**

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

**4. Insurance**

**a.** Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

**i. Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

- ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
  - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
  - c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
  - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.
  - e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

## 5. **Surety Bond**

Contractor will file a \$50,000.00 surety bond payable to the College, executed by a surety company authorized to transact business in the State of New York, securing to the College the payment of all funds due to the College under the terms of the Agreement for the duration of the Agreement.

**6. Independent Contractor**

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

**7. Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**8. Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**9. Set-Off Rights**

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

**10. Non-Discrimination in Services**

During the performance of this Agreement:

- a. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement;  
or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
- i. the types of service(s) or other benefits to be provided, or
  - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
  - iii. the class of individuals to be afforded an opportunity to receive services.

**11. College's Non-Discrimination Notice**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at [www.sunysuffolk.edu/nondiscrimination](http://www.sunysuffolk.edu/nondiscrimination). Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

**Civil Rights Compliance Officers**

**Christina Vargas**  
Chief Diversity Officer/Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[vargasc@sunysuffolk.edu](mailto:vargasc@sunysuffolk.edu)  
(631) 451-4950

or

**Dionne Walker-Belgrave**  
Affirmative Action Officer/Deputy Title IX Coordinator  
Ammerman Campus, NFL Bldg., Suite 230  
533 College Road, Selden, New York 11784  
[walkerd@sunysuffolk.edu](mailto:walkerd@sunysuffolk.edu)  
(631) 451-4051

**12. Nonsectarian Declaration**

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

**13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

**14. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**15. Conflicts of Interest**

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

**16. Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**17. Confidentiality**

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

**18. Assignment and Subcontracting**

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

**19. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**20. Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**21. Publications and Publicity**

- a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:  
  
"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."
- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.



**22. Copyrights and Patents**

**a. Copyrights**

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**b. Patents**

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**End of Text for Exhibit A**

**EXHIBIT B**  
**Suffolk County Legislative Requirements**

**1. Contractor's/Vendor's Public Disclosure Statement**

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

**Required Form:** Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

**2. Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

**Required Forms:** Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003**

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:** Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

#### 4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

#### **5. Gratuities**

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

#### **6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

#### **7. Child Sexual Abuse Reporting Policy**

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

**8. Non Responsible Bidder**

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**10. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

**End of Text for Exhibit B**

**EXHIBIT C**  
**Notices and Contact Persons**

**1. Notices Relating to Payments, Reports, or Other Submissions**

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

Gail Vizzini  
Vice President for Business and Financial Affairs  
Suffolk County Community College  
533 College Road, NFL 232  
Selden, NY 11784-2899

**For Contractor**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**2. Notices Relating to Insurance**

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

Louis J. Petrizzo  
College General Counsel/Executive V.P.  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL230  
Selden, NY 11784-2899

**For Contractor**

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**3. Notices Relating to Termination and/or Litigation**

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the College and the County:**

Louis J. Petrizzo  
College General Counsel/Executive V.P.  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL-230  
Selden, NY 11784-2899

**and**

Suffolk County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11788-5402

**For Contractor:**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit C**

**EXHIBIT D**

**Scope of Work**

The College anticipates a total of two thousand (2,000) referrals annually with a total estimated value of Two Million Dollars (\$2,000,000).

It shall be understood that there is no implied guarantee of volume associated with this Agreement.

Upon registering for classes at the College, all students are required to acknowledge and/or electronically consent that they are responsible to pay collection fees incurred for unpaid financial obligations to the College. This information may be made available to the Consultant upon request. These acknowledgements include, but are not limited to, acceptance of liability on the College website for zero balance billing resulting from financial aid deferral, full payment on the website, Tuition Payment Plans on the website, as well as in-person acknowledgements for a zero balance bill, and manual financial aid deferral.

**I. Scope of Services**

**A. General Requirements:**

- a. The Consultant shall assign a specific person to be the contact and liaison with the College in the fulfillment of the contractual services to be provided. The Contractor, in the performance of its obligations under this contract, shall only use personnel trained and experienced in the collection of student accounts receivable. All accounts are to be handled by one and the same branch of the Consultant for consistency, whenever possible. The College recognizes that there are certain laws that pertain to the handling of accounts for debtors not residing in New York State. If the Consultant receives a placement that cannot be handled by the designated branch, notification is to be provided to the College as to the branch assigned to handle the account.
- b. The Consultant shall remit all funds received on a weekly basis to the College via Electronic Funds Transfer (EFT) to an account designated by the College. The Consultant shall submit a report to the College on the same day the funds are remitted for reconciliation purposes.
- c. All collections received by the Consultant shall be deposited in a separate interest-bearing trust account maintained in a bank insured by the FDIC. All interest earned on the account shall be the property of the College. The Consultant shall monitor the account to ensure that the account balance does not exceed the maximum amount subject to FDIC insurance protection. In the event that the balance would exceed FDIC protection for a single account, the Consultant shall establish additional trust accounts as necessary, in order to ensure FDIC insurance coverage.



- d. The College reserves the right to visit, inspect and verify all work performed by Consultant.
- e. The Consultant shall agree to safeguard the confidentiality of information that may be obtained by the Consultant in the performance of its duties and shall maintain the confidentiality of all such records and information. Consultant shall further agree to require each of its employees, partners, or agents assigned to the performance of duties pursuant to an agreement, to observe this requirement. Any breach of confidentiality by the Consultant, its employees, partners, agents or representatives shall be cause for immediate termination of an agreement. It shall be further agreed to by the Consultant, that the provisions of this paragraph shall survive an agreement and the Consultant agrees to remain bound by the terms of this paragraph for as long as the records and information exists.
- f. Records developed as a result of collection efforts are College records subject to access, scheduling and disposition as approved by the College.
- g. The Consultant will follow the applicable provisions of federal laws and/or New York State laws regulating debt collections.
- h. Consultant shall be required to file with the College a surety bond in the amount of \$50,000 payable to the College executed by a surety company authorized to transact business in the State of New York, securing to the College the payment of all funds due to the College under the terms of the contract.

**B. Collections**

- a. The College will make its own collection efforts before referring the account to the Consultant.
- b. The College will attempt to notify the debtor of the impending placement before referring the account to the Consultant.
- c. The College will refer to the Consultant accounts with a balance of two hundred dollars (\$200.00) or more. The balance on the account will include the outstanding principal receivable, including all charges assessed by the College.
- d. The accounts to be collected under this procedure are tuition and fees authorized by the Board of Trustees and other charges owed to the College. Also included are overpayments of financial assistance remitted to the state and federal governments by the College, as required by the funding agencies, which result from changes in the student's eligibility for such awards after they have been disbursed.
- e. The College will generally refer accounts that are three or more months past due. Most accounts will be referred following the end of the Fall and Spring

semesters, but the College reserves the right to refer accounts at any time.

- f. Consultant must be able to process accounts transmitted electronically. Details of the amounts past due, with full documentation of balances, will be provided. All data must be transmitted using mutually acceptable formats between the College and the Consultant.
- g. Individual student account information must be available when requested; on-line access to the Consultant's system for inquiry purposes is required and must include a record of attempted contact/correspondence between the Consultant and the debtor.
- h. Initial contact with the debtors by the Consultant shall be made by letter, which shall provide notice of the referral of the account for collection purposes. The College reserves the right to approve all standard form letters or letter series to be utilized by the Consultant.
- i. If the Consultant determines that the debtor's address is no longer valid, it will be responsible for normal skip tracing activity in an attempt to locate a current address. The Consultant must notify the College in writing if a current address is found.
- j. In attempting to effect repayment of the outstanding debt, the Consultant will use its best efforts to establish a repayment plan, which, if completed according to its terms, would result in the repayment of the placed amount within the shortest time period possible, using the below guidelines reflected in order of preference, with discretion, appropriate to the amount placed:
  - i. Attempt to have the debtor pay the entire placement amount.
  - ii. Ask the debtor to pay one-half of the placement amounts as a down payment and schedule equal payments within a six-month period.
  - iii. Schedule equal monthly payments over a six-month period. Payment arrangements may exceed these limits, if necessary, but may not exceed the contract termination date, and shall require the approval of the College prior to implementing.
  - iv. Post-dated checks are not to be used as a collection tool.
- k. The College will notify the Consultant upon receipt of any payments and, at the College's option, remit the applicable fee or deliver the payment to the Consultant to be handled in accordance with the Consultant's accounting procedures as may be mutually agreed upon by the College and the Consultant. Reports, even if no payments have been received, will be submitted weekly to the College.
- l. The Consultant will not initiate legal proceedings on any account without prior written approval from the College. The College will reimburse Consultant for any court or sheriff fees incurred in the course of providing the required services.

- m.** The Consultant will suspend action on any account referred for collection upon the receipt of written notification to do so by the College's Vice President for Business and Financial Affairs or his or her designee, and will do so at no cost to the College.
- n.** In the event that a debtor, whose account has been referred to the Consultant, files a petition in U.S. Bankruptcy Court, the Consultant shall notify the College and return the account to the College immediately. In this case, the Consultant will receive no fees on monies recovered.
- o.** If the College is served with a Summons and Complaint in an Adversary Proceeding in U.S. Bankruptcy Court, the College will so notify the Consultant who will return the account immediately. The Consultant will receive no fees on monies recovered. When an account is returned because of a bankruptcy petition or adversary proceeding, the Consultant will forward all original notices and envelopes to the College and all actions on the part of the Consultant shall cease.
- p.** If a debtor requests a total and permanent disability cancellation, or the forms to file for such benefits, the Consultant will immediately forward that request, including all original forms and supporting documentation, to the College. All actions on the part of the Consultant shall cease while a determination is made by the College as to eligibility.
- q.** If the Consultant receives information that a debtor is eligible for deferment or cancellation, all original documents will be immediately forwarded to the College. If the Consultant receives a request for deferment and/or cancellation forms from a debtor, the Consultant shall immediately forward such request to the College who will supply the requested forms to the debtor. All decisions regarding deferments and cancellations will be made by the College.
- r.** If the Consultant is notified of the death of a debtor, all collection activities shall cease. The Consultant shall forward the death certificate and all appropriate documentation to the College at no cost.
- s.** The Consultant will not adjust or reduce any payments due without the College's written approval. The College does not pre-authorize the adjustment of accounts, as its decisions to approve adjustments are affected by its understanding of the specific situations surrounding each account.
- t.** If, after twenty-four (24) months from its receipt of the referral from the College, no payment activity has occurred or no pre-arranged repayment schedule has been established, the Consultant will, upon request, return the account to the College free of any liability and collection cost.
- u.** No fee will be due the Consultant when the balance due has been reduced

resulting from College action, such as application of refund or credit adjustment.

- v. The College may, at any time, with or without cause, discontinue the referral of any new accounts to Consultant. Consultant will, however, continue to perform collection services on all accounts previously referred until the expiration of the term of the contract or until recalled.
- w. The College reserves the right to second-place accounts.
- x. The Consultant will take the appropriate steps to notify the proper national credit bureaus of each student's indebtedness to the College in a timely manner at no cost to the College.
- y. New York State Education Law requires that the Consultant must accept credit cards as a mechanism for payment.

**C. Reporting Requirements for Collection Services:**

For each category of referrals/student accounts, the following monthly reports are required unless otherwise indicated:

**a. Acknowledgement of Referral Transmissions**

- 1) Indicate the number of accepted accounts and their dollar value.
- 2) Indicate the number of accounts not accepted and their dollar value. (The accepted accounts and those not accepted should equal the totals on the referral transmission reports).

The following information is to be given:

- a) Student Name
- b) ID Number (i.e., SS# or College ID# [preferred])
- c) Semester(s) of Debt
- d) Reason for Rejection

**b. Monthly Status Report**

- 1) Total number of open accounts.
- 2) Detailed aging of accounts in each category from date of referral, including status codes showing special considerations (e.g., summons issued, judgment obtained, etc.)
- 3) Combined monthly status in alpha order showing all active accounts being handled by the Consultant.

**c. Monthly Closing Report (To be submitted electronically to the College)**

- 1) Number of accounts closed
- 2) Value of accounts closed
- 3) Listing of individual accounts containing:
  - a) Student's name
  - b) ID Number (i.e., SS# or College ID# [preferred])

- c) Account Reference Number
- d) Balance at Closing
- e) Reason for Closing

**d. Weekly Remittance Report**

- 1) Total payment by student
- 2) Notification of electronic payment
- 3) College's Reference Number
- 4) Semester(s) of debt
- 5) Gross Payment
- 6) Consultant Fee

**e. Customer Accounts**

The Consultant must be able to maintain separate accounts for the various services to be provided with respect to referrals, collections, fees earned and accounting data, as may be required by the providers.

**D. Dunning Services**

- a. Dunning will be at the discretion of the College and the College will indicate to the Consultant, on referral, which cases will be subject to dunning (after which they may be subject to collection) and which cases will be immediately subject to collection.
- b. The College is not dictating the specific language of dunning letters. Consultant must provide samples of their letters, which will require the College's approval, before they are used.
- c. Dunning procedures will be subject to the approval of the College and consist of no less than two (2) letters to the delinquent debtor, which will be transmitted to the debtor over an approximate forty-five (45) day period from date of referral by the College.
- d. All dunning correspondence will direct the debtor to communicate directly with the College, at such addresses as the College will select, for the purpose of making payment and entering into payment arrangements.
- e. Dunning services will be provided by the Consultant. When pursuing collection efforts, Consultant services may include telephone contact and skip-tracing.
- f. All collection strategies shall be legal and consistent with professional standards. Consultant must ensure that its employees conduct themselves in a professional manner when contacting debtors.
- g. Delinquent debtors shall be instructed by the Consultant to make all checks payable to "Suffolk County Community College" only and will be instructed by the Consultant as where to mail such checks.
- h. The Consultant shall provide a monthly report to the College showing all cases currently subject to active dunning procedures. The report shall, at a minimum, include the debtor's name, account number and stage of dunning completed as of the date of the report. The Consultant will provide an additional monthly report to the College that identifies those accounts that have either completed dunning or have been terminated at the request of the College during the month preceding

the report.

- i. Upon completion of the dunning procedures and rendering of the foregoing reports, no further action will be taken on any case that has completed dunning, absent the specific request of the College that such case proceed to collection.
- j. The College does not seek Credit Bureau Reporting during the dunning process.

**E. Other Services**

The Consultant may be required to provide any pre-delinquency and account management services that have been previously agreed upon with the College, to assist the College to cost-effectively management Accounts Receivable and reduce the number of accounts that are sent to collection.

**F. Compensation**

The College shall not make payments to the Consultant. The Consultant will subtract its fee from the collected payment (total amount owed by the student plus collection agency fee) and remit the entire balance owed to the College by the student (with a statement of applied fee). The fees shall be inclusive of ALL expenses incurred in collecting monies.

**EXAMPLE:**

**Student owes: \$ 1000.00**  
**Collection Agency Fee (10%): +\$ 100.00**  
**Student pays: \$ 1100.00**  
**College receives: \$ 1000.00**  
**Collection Agency retains: \$ 100.00**

**End of text for Section III**



**ADDENDUM NO. 1  
REQUEST FOR PROPOSAL NO. R1800004  
COLLECTIONS AGENCY SERVICES**

April 3, 2018

**Attention to Proposers:**

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this four (4) page cover letter, which provides responses to questions raised by a potential proposer.

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**Q1:** When is the anticipated contract start date?

**A1:** The start date for services will begin shortly after contract execution. We anticipate contract execution to take place within two months of proposal submission.

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**Q2:** Has the current contract gone full term?

**A2:** The College has two contracts for these services. Both contracts are scheduled to expire on August 31, 2018, and the College would like to have new contracts in place before the expiration, to prevent any lapse in service.

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**Q3:** Have all options to extend the current contract been exercised?

**A3:** No.

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**Q4:** Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?

**A4:** Yes

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**Q5:** What is the total dollar value of accounts available for placement now by category, including any backlog?

**A5:** There is currently no backlog of placements. The College anticipates placing \$500,000 – \$1 million within 90 days of the award of the contract.

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**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1800004**  
**COLLECTIONS AGENCY SERVICES**

**Q6:** What is the total number of accounts available for placement now by category, including any backlog?

**A6:** There is currently no backlog of placements. The College anticipates placing 500 – 1,000 accounts upon the award of the contract.

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**Q7:** What is the average balance of accounts by category?

**A7:** The average balance is approximately \$1,000.

---

**Q8:** What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?

**A8:** The average age of accounts is 12 months.

---

**Q9:** What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?

**A9:** The College generally does two placements per year, which ranges from 500 – 1,000 accounts per placement.

---

**Q10:** What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?

**A10:** The College generally does two placements per year, which ranges from \$500,000 – \$1 million per placement.

---

**Q11:** What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?

**A11:** The College anticipates that selected Consultant will achieve the highest rate of collection, as possible.

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**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL NO. R1800004**  
**COLLECTIONS AGENCY SERVICES**

**Q12:** What billing servicer do you utilize?

**A12:** The College's billing is done in-house.

---

**Q13:** If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

**A13:** The College currently does not have a backlog of accounts for placement.

---

**Q14:** What computer software system do you use to manage your accounts/inventory?

**A14:** The College uses Ellucian Banner.

---

**Q15:** Do you have any plans of changing that system in the future, and why/why not?

**A15:** No

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**Q16:** Do you subscribe to any offset programs?

**A16:** No

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**ADDENDUM NO. 1  
REQUEST FOR PROPOSAL NO. R1800004  
COLLECTIONS AGENCY SERVICES**

The proposal due date and time of April 19, 2018 no later than 12:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

*Beatriz Castaño*

Beatriz Castaño  
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Immediate Credit Recovery Inc.

Firm Name

By (Sign in ink)

Frank Roa

Print Name

CEO

Title

4/3/2018

Date



**ADDENDUM NO. 2**  
**REQUEST FOR PROPOSAL NO. R1800004**  
**COLLECTIONS AGENCY SERVICES**

April 12, 2018

**Attention to Proposers:**

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of the following:

- This three (3) page cover letter, which provides responses to questions raised by a potential proposer;
  - A one (1) page Attachment 1 providing the Student Tuition Payment Plan Acceptance of Liability Agreement; and
  - A one (1) page Attachment 2 providing the Student Financial Aid/Zero Balance Bill Acceptance of Liability Agreement
- 

**Q1:** Will the College supply the original Date of Default/Delinquency at time of placement in order to establish a valid Statute of Limitations date?

**A1:** Yes.

---

**Q2:** Can the College provide the monthly placement volume, average balance and average recovery rates by debt type?  
a) Student receivables  
b) Tuition

**A2:** Placements are done 2x per year. The College does not differentiate between debt type.

---

**Q3:** Will collection costs be allowed and added to non-Perkins placements to the collection agency? If so, what authority does the College have to allow the collection costs to be added to the amount placed?

**A3:** Collection costs are added to the placement amount. The College is not permitted to use its funding for collection costs. The college catalogue explains that delinquent accounts will be subject to additional collection charges and interest.

---

**Q4:** Can the College provide a copy of its student financial agreement? Scope of Work (Section III, page 18) – Will the College please make available copies of the student agreements/electronic consent forms that authorize the addition of percentage-based collection costs to non-federal debts?

**A4:** Please see attached documents.

---

**Q5:** How many agencies are working the College's portfolio now?

**A5:** Two.

---



**ADDENDUM NO. 2**  
**REQUEST FOR PROPOSAL NO. R1800004**  
**COLLECTIONS AGENCY SERVICES**

**Q6:** What are the agencies' combined annual recoveries on this portfolio for 2016 and 2017?

**A6:** This information will be provided to the selected firm(s).

---

**Q7:** How will the collection costs to be imposed on an account be communicated by the College to us (e.g. inclusion on placement file)? On Page 24 of the RFP, under Section F, the example references a collection agency fee of \$100. Would the \$100.00 in this example will be included on the placement file?

**A7:** No, the placement will only include the principal amount. Consultant will add collection charges and interest.

---

**Q8:** Is the College reporting to a credit bureau(s) prior to referral for collection?

**A8:** No.

---

**Q9:** Page 19: Are pre-collect letters being sent by the College prior to referral?

**A9:** No, the College's current contracts include pre-collect/dunning services.

---

**Q10:** Dunning Services (Section III, item I.D., page 23) – Are we correct in interpreting “dunning services” as a kind of pre-collection program during which an agency sends notices on the College’s letterhead (but does not make calls) and then rolls-over any unpaid accounts at 45 days into full collections?

**A10:** Yes.

---

**Q11:** Web Accessibility Policy (Section I, item 11.m, page 9) - Given that this contract is for third-party collection services and not application development or web programming, must responses include a VPAT or equivalent?

**A11:** This requirement is not applicable to the services required under this RFP.

---

**Q12:** How many contracts does the College expect to award?

**A12:** It is anticipated that one or more contracts will be awarded.

---



**ADDENDUM NO. 2  
REQUEST FOR PROPOSAL NO. R1800004  
COLLECTIONS AGENCY SERVICES**

**Q13:** Page 12, section I.a.iv requests an organization chart, but Section I.b.iii states, "Proposer must include organizational chart in this section."

- a. Is the College looking for two duplicate organization charts?
- b. If not, is there a difference in the organization charts requested?

**A13:** The organizational chart requested on page 12 of the RFP document pertains to high level organizational chart of the company as a whole. The organizational chart being requested in Section I.b.iii is requesting an organizational chart of the team that will be assigned to providing the services outlined in the RFP.

**Q14:** Page 13, Section I.b.iii requests staff resumes. Would professional summaries be sufficient in lieu of resumes?

**A14:** Yes, professional summaries are acceptable

**The proposal due date and time of April 19, 2018 no later than 12:00 PM remains unchanged.**

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

**Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.**

*Beatriz Castano*

Beatriz Castaño  
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Immediate Credit Recovery Inc.

Firm Name

By (Sign in ink)

Frank Roa

Print Name

CEO

Title

4-12-2018

Date



**ADDENDUM NO. 2  
REQUEST FOR PROPOSAL NO. R1800004  
COLLECTIONS AGENCY SERVICES**

**ATTACHMENT 1  
Student Tuition Payment Plan Acceptance of Liability Agreement**

To use the Tuition Payment Plan, pay \$ \_\_\_\_\_ now. The amount includes a \$ 50 non-refundable fee.

I accept my liability for all college charges in accordance with the terms and conditions detailed in the College catalog.

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

Print Name: \_\_\_\_\_ Total Amount Due: \_\_\_\_\_ Amount Paid: \_\_\_\_\_



**ADDENDUM NO. 2**  
**REQUEST FOR PROPOSAL NO. R1800004**  
**COLLECTIONS AGENCY SERVICES**

**ATTACHMENT 2**  
**Student Financial Aid/Zero Balance Bill Acceptance of Liability Agreement**

I understand that my financial aid, grants, and loans presently cover my bill. If I change my schedule or do not secure anticipated financial aid, I accept personal liability for the balance that results and agree to pay any and all charges due to the College.

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

Print Name: \_\_\_\_\_ Total Amount Due: \$0.00 Amount Paid: \_\_\_\_\_



## EXHIBIT D

### Proposed Services/Products

#### 1. 2 Way Communicaton

ICR's client service department consists of 6 individuals that can assist the college with any requests. Client service can be reached at 845-298-0700 option 1. You can speak with any representative in which you choose. This department will forward any concerns or disputes from students as they come into our office and ask for the college to advise on those accounts. ICR likes to keep continuously open communication with its clients through emails and phone calls.

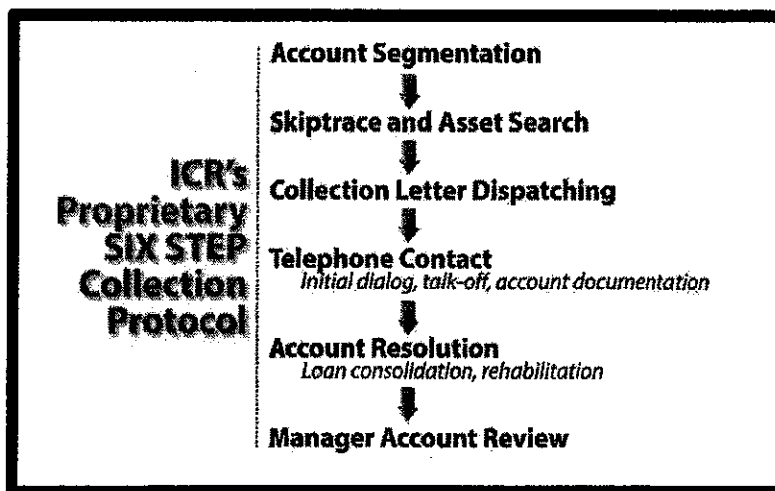
ICR's clients can have minimal involvement in the collections process. Clients are expected to ensure accurate placement and timely reporting of payments, adjustments and any potential problems with the student's accounts. Clients can also review account activity on line by viewing the collector notes, check payments or by simply calling your ICR client service representatives.

#### 2. Special Qualifications

ICR is familiar with Suffolk County Community College as it has been under contract since 2015. We also have serviced many other SUNY schools along with CUNY which has 24 campuses.

#### 3. Collection Strategy

ICR utilizes a proven, proprietary Six Step Collection Protocol for maximum efficiency and assurance of success in its collection process. This approach provides total affirmation that all accounts are worked in a consistent and professional manner to deliver the highest possible rate of return. The Protocol comprises these action steps to achieve its outstanding results:



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**Statistical Information**

**Contract No. 23-CC-016**

ICR has statistical information on the effectiveness of this collection strategy in the form of high recovery rates.

Historical performance measures for higher education accounts:

Perkins 1 <sup>st</sup> placement	Historical recovery rate 41.576%
Perkins 2 <sup>nd</sup> placement	Historical recovery rate 19.023%
Perkins 3 <sup>rd</sup> placement	Historical recovery rate 12.264%
Tuition 1 <sup>st</sup> placement	Historical recovery rate 39.003%
Tuition 2 <sup>nd</sup> placement	Historical recovery rate 21.779%
Tuition 3 <sup>rd</sup> placement	Historical recovery rate 9.781%
Institutional 1 <sup>st</sup> placement	Historical recovery rate 40.111%
Institutional 2 <sup>nd</sup> placement	Historical recovery rate 26.912%
Institutional 3 <sup>rd</sup> placement	Historical recovery rate 12.666%

Recovery rates computed total dollars recovered divided by total dollars placed including collection costs. These are historical numbers spanning the 27+ year history of ICR.

*4. Collection Procedures*

***Step 1. Account Segmentation***

Once received, accounts are immediately placed into categories based on a number of key criteria, including

- balance
- age
- work standards
- available contact information
- compliance requirements
- geographic location
- calling times, and
- potential disputes

In each case, these groups of accounts are worked by individuals, teams, or by automated processes aimed at resolving the account as efficiently and professionally as possible.

ICR’s account segmentation strategy has proven to be highly successful. It saves time and resources by allowing us to match account characteristics to the appropriate resource. For example, all accounts without a valid phone number are immediately routed to our automated skip-trace process. Large balance accounts are routed to the most experienced collectors, and disputed accounts are routed to our customer support teams which are specifically trained in complaint and dispute resolutions processes.

***Step 2. Skip-Trace and Asset Search***

ICR’s automated and manual skip trace and asset search protocols are among the most sophisticated in the collections industry. We use a combination of off-the-shelf batch processing and custom interface programming to automate as much of the skip-trace work as possible. Our systems safely and securely connect with national information vendors who collectively warehouse hundreds of millions of public



records. Additionally, we have in-house skip-tracers who are charged with the human interaction and effort needed to successfully locate student borrowers. They analyze information from all available sources and make proactive telephone attempts to references, leads and nearbys. This helps develop asset information and successful contact with the student borrower.

The supervisor of this group works with our nationwide network of collection attorneys to supplement its efforts in seeking assets. If assets are found they are supplied to the attorney of record, assuming a judgment against that student has been rendered.

The methodologies now available in the technology of locating individuals and assets have demanded that collection companies change their systems to mimic the world of the modern student borrower. ICR recognized this early on, and developed specialized “cell phone scrubs,” “e-mail location attempts,” and “litigious consumer scrubs” as well as other proprietary skip-tracing programs that were unheard of just a few years ago:

*Automated Skip-trace Protocols:* Our automated skip-trace protocols rely on progressive searches using a variety of national information-processing vendors to locate borrower contact information. We typically locate new information for over 50% of our skip borrowers.

*ACCURINT:* Upon placement, select account information is transmitted to Accurant, a Lexis/Nexis service with access to more than five billion documents from some 32,000 sources. We use Accurant’s Premier product, which provides us with the most up-to-date location information available, including all names at the target address, phone numbers, any matches with same social security number, previous addresses, relatives, and nearby location.

*TRANSUNION:* We also use TransUnion’s comprehensive Locator Report services, which gives previous addresses, credit report inquiries, employment data, phone numbers, credit card information and availability, mortgage balances, and other information.

*Manual Skip-Trace Procedures:* ICR’s in-house skip-tracing team follows a three-phase skip-trace protocol, moving from one phase to the next until the borrower is located:

*Phase One:* This includes obtaining address block profiles that may include telephone numbers with addresses and other demographic data such as length of residency, type of dwelling, and income level.

*Phase Two:* Using online tools to search phone books, directories, and reverse lookups, these resources may also include federal and state prison locators, state-by-state links, e-mail tracing tools, phone prefix locators, and zip code finders.

*Phase Three:* This phase comprises a variety of online subscription search tools such as e-mail searches, vital records, SEC filings, social security searches, date-of-birth database searches, professional licensing lookup, GI search, federal government directories and other sources. Once new information is located and verified, the account is transferred to a debt-recovery specialist for follow-up collection efforts.

*Manager Reviews:* All accounts designated “unable to locate” by our skip-trace teams will be referred to an ICR Unit Manager for review. This review ensures that proper procedures were followed, that additional information is not available, and that possible leads were not overlooked.

Any account that requires additional skip-tracing effort will be returned to the skip-trace teams with specific instructions for follow-up. The manager will re-review the account within three days.

### **Step 3. Collection Letters and Initial Contact**

Upon placement, every account with a valid address receives ICR’s first demand collection letter. Pursuant to the Fair Debt Collection Practices Act (FDCPA), Accounts Receivable Management Companies cannot

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make collection demand calls for the first thirty days following the initial notice which may overshadow the student borrower’s right to dispute any debt. It is our policy, however, to make a “soft call” to borrowers two days after mailing the initial notice. This call serves to:

- introduce ICR to the former students
- provide student borrowers with important information about their account(s)
- determine the borrower’s intentions to resolve the debt
- verify correct contact information
- provide the student borrower with ICR’s contact information

We maintain a library of coded, automated demand letters within our collection database, including letters in Spanish, information-request notices, and repayment reminders. When a recovery specialist locates a borrower at an address other than the one provided by the client, the account is immediately updated, and the borrower is sent a follow-up statement.

**Step 4. Telephone Contacts**

We typically make 2-3 phone attempts per week, or until we contact the borrower. If we call and receive a no-answer, call-backs are typically scheduled for the same day and then every 2-3 days thereafter. Debt recovery specialists cannot schedule account follow-up calls for more than 7 days in advance. This means, at a minimum, accounts are worked every 7 days.

Each borrower contact follows a standard routine that includes reciting the Mini-Miranda warning, confirming borrower identification information, verifying account information, establishing a repayment commitment and scheduling our next contact. Our debt- recovery specialists are well trained in telephone “talk off” and debt recovery techniques.

**Step 5. Account Resolutions**

ICR always begins each payment talk-off with a requirement to pay in full before discussing any other options. If payment in full is not possible, ICR proceeds to list options which, depending on the client, may include consolidation and rehabilitation, as well as settlement and best possible arrangement options. ICR’s system automates the payment follow-up process. Payment reminder statements are automatically generated, and broken-promise calls are automatically scheduled if payments are not received on time. Pay-by-phone auto-pay option is also available to borrowers. ICR will attempt to resolve all accounts as quickly as possible while representing you in a wholly professional, ethical, and legal manner.

**Step 6. Account Review by Manager**

All accounts are reviewed by a collection manager every two weeks. This review includes a preliminary work standards audit, internal policy and procedure review, and specific call quality evaluations.

ICR will not, under any circumstances, use any threats, intimidation, harassment, or any unfair collection practices in the collection of accounts or violate any guidelines established by Federal, state, and local laws, regulations, and rules affecting the work, and will maintain all required protection for property, employees, and public.

**Collection Timeline**

The following account cycle (with milestones) will highlight the expected goals which may vary slightly depending on account type and dollar range.

- *Day 1:* Accounts are received and entered into ICR’s system. The initial notice is generated and mailed on each account to every student borrower. ICR also performs a number of data scrubs using external vendors, designed to confirm, correct or add additional contact information and collectability.



- *Day 2:* Calls are generated to the student borrowers to inquire about their intentions on the account(s). The recovery specialists document their responses as well as verify the address on file, and request a day, evening, and cell number. Any other data available, i.e. place of employment, reference information, etc., is also gathered and placed into the system for possible future reference.
- *Days 1-30:* A large number of accounts are usually brought to resolution within the first thirty days via voluntary repayment or by engaging in a consolidation process. ICR will continue to place calls on the non-paying borrowers throughout the life cycle of the account.
- *Day 31:* Notice #2 is mailed to student borrowers who have not responded or paid their accounts. The notice indicates that a more intense collection effort will immediately follow, unless the account is promptly paid.
- *Day 33:* Once a student borrower is reached by phone, a collection specialist will go through the sequence of collections. This means that the balance in full is demanded, followed by other payment arrangements. Suggestions are made to money sources and direct and specific deadlines are set. The account is triggered to flag back to the recovery specialist if the payment is not received by the exact expected day. Student borrowers quickly realize that it's in their best interest to resolve their obligations in the most expedient way possible.
- *Days 34-365:* Consistent attempts to communicate by phone, at the specific times set forth in the conversations with the student borrowers, makes students realize that they are dealing with a company that is very intent and focused on accomplishing its goal of resolving every delinquent account assigned it.

**Measurement of Goals**

Management is responsible for reviewing daily performance goals which measure the number of daily calls, the number of contacts, the number of promises and their total dollars. These are measured for both individual recovery specialists and for their team. Everyone is accountable for reaching the set goals and variances, or inconsistencies are addressed accordingly.

The ultimate goal that everyone strives for is the number of accounts being either paid in full or placed into the repayment queues daily. The staff receives financial rewards for the attainment of these weekly and monthly goals.

**Project Completion**

ICR typically closes unpaid accounts at twelve months. ICR believes it is to the advantage of the student borrower and to the school to allow the student a short time after the deadline to perform. ICR will accept responsibility to ensure notification to the school in the event such an occurrence might take place.

**Credit Reporting**

At the request of each client, ICR will report delinquent accounts to appropriate credit bureaus, and will comply with all terms and conditions of the Fair Credit Reporting Act (FCRA) and the Red Flag Rule. ICR will only report accounts to credit bureaus as requested to do so by our clients. We will provide students approximately 90-120 days to resolve their accounts before reporting their accounts. ICR submits electronic files once a week to update the following credit bureaus:

- Innovis
- TransUnion
- Experian
- Equifax



ICR understands and follows all legal aspects of reporting to credit and would never report a borrower to credit without consent from the client. ICR has a compliance team that regularly monitor credit reporting action on behalf of ICR. ICR does inform the students that it may take some time for the credit bureau to reflect the most recent information. Any account that had been reported to a credit bureau by ICR is removed from the credit bureau when the account is closed with ICR. ICR requires a signed copy of its **Terms and Conditions for Credit Reporting** which can be provided for prior review upon request.

**Sample Dunning and Collection Letters**

ICR has provided sample Dunning and collection letters.

**Reports**

ICR has set up a system whereby the company generates and posts in the client’s private log-in section of our website the client’s specific monthly reports. Clients can view the current status of their accounts at any time and at the client’s convenience. ICR generated online reports that are placed under the specific client login to view monthly include:

- *Month End Invoices*
- *Month End Status Report*
- *Month End Analysis Report*
- *Month End Returned Accounts Report*
- *Month End Collection Summary Report*

Reports can also be generated by the client’s service representative and emailed to the client as an attachment in either a .pdf or Excel format. Due to this file format capability clients have been able to integrate them with Banner. Sample Reports are included.

**Client-Generated Online Reports**

Reports can also be generated and viewed online in real time or downloaded in .pdf or Excel format through the client’s exclusive and secure section of our website whenever it is convenient.

Client generated online reports are listed below in the order that you would see them when you enter your exclusive section of the ICR website. They include:

Report Name	Report Contents	Why Use This Report?
History	Shows the life of the project by month. A History Analysis using placement date and amount collected by month, i.e. \$100,000 placed in Jan then \$10,000 collected for that placement	Use to compare large-scale collections to placements
CollSumm	Collection summary using real time data. For example, \$100,000 placed in January with \$10,000 collected in February will show as placed in January and collected in February to show a tally of collections, placements and returns. Provides a 12 month detail.	Use this to identify actual monies received and placed each month.

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<b>Detail</b>	12 month then lump prior period. History Analysis using placement date((i.e. \$100,000 placed in Jan, then \$10,000 collected in Feb- you will see it in placed Jan and 100 collected for Jan) to provide recoveries and returns along with liquidation	Use to compare small-scale collections to placements
<b>Integrity</b>	Data Integrity compares placement demographics, balances, accuracy of location information, and other per- placement variables to actual collection statistics.	Get very detailed information regarding why some accounts may be more collectible than others.
<b>Spindown</b>	Time-specific placement statistics broken down by 30-60-90 day periods, etc.	To determine length of time your accounts are typically generating payments.
<b>ClntStat</b>	The Client Status Report provides a complete listing of all active accounts referred by the client on a monthly basis. Because of the amount of detail provided the client is able to properly evaluate performance. This report reflects only active accounts	Determine who is in active collection, how much have they paid to date, and their current status.
<b>Address Change</b>	Data-change report displaying current month only	To note any demographical changes made on accounts
<b>Payment 1/30/60/90</b>	Payments on accounts in collections for a particular point in time.	To see collections posted for a particular time frame.
<b>ClntStat-R</b>	Client Status report of returned inventory	Determine who is no longer in active collections, how much have they paid to date and the reason for the closure.
<b>ClntStat-A</b>	Determine who is in active collections	Determine who is in active collections
<b>Inventory Rpt</b>	Client MTD and LTD inventory summary	To review inventory summary data regarding account breakdown (principle, interest, collection costs, etc.)
<b>Debtact</b>	Tally of accounts that are in a particular activity code.	To find out the activity location of all accounts.
<b>DebtStat-</b>	Tally of accounts that are in a particular Status code.	To find out the status location of all accounts.
<b>Coll_Rate</b>	Collection percent LTD	To review LTD collection data vs. fees
<b>Turnover</b>	Financial Breakdown of LTD turnover	To analyze what dollar balances are being placed.
<b>Cost_Rpt</b>	List of accounts and values that have had costs (client late charges, additional fees, etc.) collected why	To identify collections that were applied to internal costs.

**Ad Hoc Reports**

Any report that cannot be generated on the website can be generated here by your client service representative and e-mailed to you as an attachment in PDF or Excel. If the requested report is more detailed, ICR has IT staff on site who can aid in creating custom reports.

**Banner**

In addition to Suffolk County Community College, ICR currently collects for several clients that use the Banner system. ICR can provide identification numbers, such as Banner ID Numbers, as searchable fields available to Suffolk County Community College.



**Software/Systems Used**

ICR uses Collection Resource System’s (CRS) Platinum collection software, developed specifically for the receivables management industry. We currently run CRS Platinum Version software. This advanced collection software consists of many modules including a dialer interface, batch skip-tracing, NCOA (National Change of Address) interface, check-writing, credit report retrieval, zip code updates, and other modules.

The CRS software automates all fundamental functions of the collections operation, from new business data entry through interest calculations and month-end processing. We use our CRS account management system to streamline broken-promise follow-up processing, payment processing, and cash posting. CRS includes built-in data integrity controls, collector-productivity management capabilities, client-status reporting, and client-analysis reporting.

The system also includes easy to-read data displays, which allow our collection staff to locate information quickly with minimal keystrokes. All communications with the borrower are noted in this system.

ICR’s collection software easily integrates with the Banner system and ICR has in-house IT members that can ensure smooth interfacing.

**Voice-Recording, Speech Analytics and Dialer systems**

ICR uses the *TapIT Nova* voice-recording system to record all incoming and outgoing collection calls. Each location has two redundant recording servers, allowing for near 100% recording of calls. Once borrowers understand that calls are recorded, the conversation stays more focused and the tone stays positive. Our supervisors use the call-recording system on a regular basis to review call quality. We can search for calls based on caller ID, extension number, debt-recovery specialist ID, incoming and outgoing phone numbers, and other key identifiers. ICR maintains these recordings indefinitely on its secure servers, and encourage our clients to listen to recorded calls at their convenience. Call recordings can be emailed to clients upon request.

In addition to recording, ICR has invested in a speech analytics (*Castel*) system that allows ICR to analyze 100% of the calls made by its employees. This system reviews all calls in real-time for basic compliance requirements such as giving the Mini-Miranda, searches for key words that indicate possible complaint issues such as “attorney” or “harassment,” and monitors the emotional intensity of the calls. If the emotional intensity of either the collector or borrower exceeds an acceptable threshold, the collector and manager are notified immediately, and the call is flagged for review by the Compliance staff. Collectors and managers receive alerts on their desktop of issues such as high emotional intensity as they occur. These constant alerts also remind employees that all of their calls are being monitored and recorded.

In addition to speech analytics, ICR uses complaint tracking software that allows for the identification of trends with regard to complaint type and source. This reduces manual review time to allow for immediate corrective action, training and oversight where it may be necessary.

ICR uses the Mercury dialer system which distributes outbound calls to the right agent at the right time and runs multiple applications and campaigns simultaneously. The Mercury dialer filters through the answering machines, no answers, and busy signals to focus ICR’s representatives on Borrower contacts. This allows increased borrower contacts which results in increased recoveries



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Internal Account Programs

**Borrower Online Access**

**Borrower Access**—Borrowers can also view account activity online, check account balances, and make payments via credit card or electronic drafts. *ICR's borrower web site address is: [www.pay.icrcollect.com](http://www.pay.icrcollect.com).*

Our online system offers a series of user-friendly prompts to guide borrowers through the log on and review process. Borrowers often want to review their account information before they speak directly to a recovery specialist. In this way, we are responding to borrower needs without being intrusive. We have discovered that borrowers who review account information on the website prior to contact have a better understanding of the debt recovery process and are more receptive to resolving the loan or accounts as quickly as possible. ICR uses the latest technologies and applications to send and receive monies safely and securely via the web.

We have secure electronic fund transfers (EFT) protocols in place to accept borrower payments. Borrowers can access our website to make payment, or can contact one of our recovery specialists who will process the payment over the phone. Our aim is to make the payment process as painless as possible. Whether borrowers choose to make payments via the Web or in person, the process is professionally handled and only takes a few minutes to complete.

ICR has partnered with payment processing vendors to create an easy to use payment negotiator. Through this system students can log in and “negotiate” with the system that has been programmed to permit appropriate payments on account balances. Students may also update their payment information at any time for a payment that has not yet posted as well as approving a payment to go in early if desired. Should the student wish not to negotiate with the system, they may contact any one of our recovery specialist via phone or email.

Credit card are approved or denied as the consumer makes the payment. EFT's are transmitted via batch at the end of each day. Payments made on line after hours are batched each morning into the collection software.

This system aids ICR in ensuring that Regulation E, E-sign requirement as well as other EFT notifications and credit card laws and regulations are followed.

ICR's payment processing vendors are PCI-DSS compliant.

**Client Online Access**

**Client Access**—By accessing ICR's web site, [www.icrcollect.com](http://www.icrcollect.com), at any time clients can place accounts, review account information, view and print reports, all from the comfort of your office. Clients may have multiple log in ids if desired.

ICR created a user friendly website that makes acquiring current borrower information as easy as clicking your mouse. Once you log on, you can obtain account information instantly. The system allows account lookup based on borrower name, account number, street address, and telephone number. Feel free to glance at up-to-the-minute collector notes, payment activity, or key steps in the collection cycle. Clients can also leave messages or instructions on the account for ICR's recovery specialists to read and take the appropriate action.





**Data Security**

**Control of Client Data**— ICR takes borrower privacy seriously. ICR’s data security controls include identification procedures, storage, security, and maintenance of borrower data. Our collection software provides customized programs to monitor and verify all collection activities. This attentiveness to data monitoring ensures the highest levels of productivity, compliance, and security. Our collection systems allow management to affirm that all accounts are audited, credit bureaus researched, changes are documented, and follow up audits are performed on a scheduled basis. All documents that are submitted to ICR via hard copy is scanned into our DocuXplorer system and then the hard copy is destroyed on site.

**Security Provisions for Electronic Medium**- ICR installs both physical and technical security to all equipment and data on its premises. Access to the premises is controlled with electronic badges, while over 100 surveillance cameras monitor and record all activity on a 24- hour, 7- day- a- week basis. Only approved employees can gain access to the systems using complex passwords that change every 90 days. Multiple firewalls, proxy servers and intrusion detection/prevention systems keep all data secured. In addition to complex passwords, ICR employees use a Two Factor Authorization (TFA) token. TFA requires that the user not only know their password, but also enter a code from their token, which changes every 60 seconds. This prevents an unauthorized from accessing the system by acquiring a user’s password.

All hard-copy records are kept under lock and key, to prevent unauthorized access. To protect this data ICR has installed both physical and technical security measures on all our equipment and covering all data on our premises. Access to the premises is controlled with electronic badges, while camera surveillance monitors and records all activities on a 24x7x365 basis. Only approved employees can gain access to the systems using complex passwords that change every 90 days, as well as a Two Factor Authorization (TFA) token. TFA requires that the user not only know their password, but also enter a code from their token, which changes every 60 seconds. This prevents an unauthorized from accessing the system by acquiring a user’s password. Visitors must sign and be issued a temporary access badge. Multiple firewalls, proxy servers, and intrusion detection/prevention systems keep all data secured. FIPS and FISMA compliance is ongoing.

ICR ensures that all critical servers and other systems are backed up multiple times daily. These backups are encrypted and verified regularly. In addition to in-house backups, ICR utilizes virtual backups.

*ICR has never had a breach of data, or a loss or theft of customer or employee information, including personal or proprietary information.*

**Disaster Recovery**

**Disaster Recovery/Planning and Recovery Processes** — At its simplest, ICR’s disaster planning includes a formal document that outlines the process of preventing foreseeable business interruptions, and, in the event of a disaster, regaining access to data, hardware, and software necessary to resume business operations as quickly as possible. ICR’s data backup and recovery processes allow us to reinstall critical software and client data in a matter of hours.

In the event that key equipment is damaged, we have a range of backup equipment stored off site for easy retrieval. And if ICR facilities are damaged, we have contracted for use of an off-site facility to resume operations within 24 hours.

*Six Step Planning Process:* Our planning process includes six steps:

- Assess our needs
- Create a guideline to prevent disruptions



- Create a guideline to manage emergencies
- Communicate with our staff
- Protect our assets (which include insurance coverage, system solutions, and service agreements that address utility disruptions, facilities, equipment, HVAC systems, and cyber security)
- Implement an evacuation readiness plan.

*Regional Risks:* ICR’s DRP focuses on both local and regional risks. Regional risks—those most likely to affect southeast New York and the East Coast—include severe weather, coastal storms and hurricanes, earthquakes, and fire. Our plan also addresses local power outages, phone service outages, gas leaks, theft, deliberate destruction of equipment /systems, systems failures, computer viruses, human error, and legal issues. We have conducted rigorous functional and systems risk assessments and contingency audits. In addition to data protection, our DRP includes plans for coping with the unexpected loss of key personnel. Our DRP is compliant with government and regulatory requirements and meets industry best practices.

*Back up Location at our Georgia Facility:* In 2008 ICR expanded our operations by opening an office in the Atlanta, Georgia, area. This office consists of 24,800 square feet of space. We have first right of refusal on an adjacent space of 14,000 square feet. The build out includes state of the art workstations with flat screen monitors, task chairs that enable staff to make ergonomic adjustments throughout the workday to avoid repetitive stress injuries, and cubicle design motifs that give our call center a feeling of camaraderie. Our workstation software provides collection staff with real-time dashboard information on performance, updated compliance requirements, and news on upcoming company events.

As part of our disaster recovery program, we have established a nightly exchange of system information data between the two office locations. This is now also serving as a key element of our data backup process which has expanded and enforced our recovery program.

*Business Continuity:* ICR has made a substantial investment in business continuity by implementing several levels of technical redundancy for each physical location and its respective primary equipment. Both locations (Kennesaw, GA and Poughkeepsie, NY) have two high powered, robust and redundant host servers and an EMC SAN for each location. The two servers at each location will be used to virtualize and consolidate all of our ancillary servers required to conduct business.

Using VMWare Vsphere, the two servers at each location will be redundant of each other and each will connect to an EMC SAN for fast and highly fault tolerant disk storage. Data and virtual machine information will be replicated in a bi-directional, near real time manner for both offices. In the event that one of the servers at a location fails, the second server will continue to handle and serve the needs required for business continuity at that location. Should there be an outage that renders one of ICR’s locations off-line or inaccessible, the solution at the alternate location will have adequate resources to bring the failed site’s systems online with a current copy of configurations and data.

Additionally, ICR has partnered with Agility Recovery. Should either of our locations go offline for an extended period of time, Agility Recovery will provide a brick and mortar office or mobile office in the vicinity of the off-line site with any needed PC and communications equipment. The Agility Recovery provided work location will connect to ICR’s operating site and resume business utilizing the high availability solution mentioned above.

#### Unique Services

**University Staff Training-** ICR will provide any training to the contractor necessary on the contract. Topics may include but are not limited to issues having to do with uploading accounts and downloading reports, as well as Consumer Law, FD CPA, Perkins, Title IV and Federal or State Regulation that may affect the University. Don, Lusk, ICR’s VP of Sales and Marketing is available for onsite training and campus visits.

*Immediate Credit Recovery Inc. (ICR)*

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**Financial Advantage-** ICR does not charge either students or our client educational institutions any percentage or convenience fee for the use of credit or debit cards used to pay an account. Even in those states where convenience fees or percentage fees based on the credit card discount are allowed by law – ICR chooses to not pass these charges onto the student borrower or our clients. To be clear ICR absorbs those fees.

**Quarterly Newsletter**

While ICR regularly communicates with its clients for all important regulatory, time sensitive or specific topics and concerns, it also distributes a quarterly e-Newsletter that contains industry related news and ICR announcements.

**Licenses**

ICR is fully licensed, bonded and/or registered in all 50 states, Puerto Rico and the Virgin Islands. As part of meeting these licensing compliance requirements, ICR must be fully cognizant of each state’s consumer protection laws which do frequently vary from state to state.

**Litigation**

ICR does have an attorney network. ICR does not litigate accounts without consent of the client. When all available means to collect have failed to produce the desired results, ICR will inform the client and provide sufficient documentation to permit the client to make that judgment regarding litigation. Should the client agree that litigation is justified ICR will be directed to do so in writing. Litigation procedures are always handled according to the state or jurisdiction where suit is initiated. Upon approval for suit against a student borrower the client will be billed for an advance of court costs or other fees. It is possible that a witness from the client be present during trial as the suit will be filed in the name of the client. ICR will never file suit without the client’s express written authorization. In order to receive that authorization, ICR will have supplied the client with full documentation illustrating why a suit is necessary and the vehicle we believe can be used to secure payment from the student borrower on an involuntary basis. ICR does not recommend any suit unless ICR can verify that the consumer is currently employed. With the aforementioned having been stated, *ICR believes, and the statistics from our wide and diverse Educational client base seem to support, that very few, if any, lawsuits should be authorized. Efforts should remain in the arena of voluntary payment.*

Litigated accounts shall be returned to the College when deemed necessary or appropriate by the College.

**Innovation and Cost Effectiveness**

To aid client in cost effective ways to manage accounts recievable and reduce account sent to collection ICR can provide pre-collection services if desired. All pre-collection letters must be sent on client letterhead directing students to contact the school directly.

As previously stated ICR can also aid staff members by conduction training geared at in house collections.

**Multilingual Capabilities**

ICR does have bilingual collectors that speak Spanish, Italian and Chinese. If needed, ICR can also provide collection letters in Spanish.

**No Anticipated Issues**

ICR cannot identify any anticipated issues for performing these services.

**End of Text for Exhibit D**

**EXHIBIT E**  
**Payment Terms and Conditions**

**1. General Payment Terms**

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2. Agreement Subject to Appropriation of Funds**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

**3. Limit of College's Obligations**

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

**4. Specific Payment Terms and Conditions**

See ATTACHMENT 1, Contractor's Cost Proposal, annexed hereto.



ICR's Cost Proposal

Following is a breakdown of commissions to be charged to the college for outstanding debt collection:

Types of Accounts/Services	Fee	Collection Cost
Primary Accounts	15.5%	18.34%
Secondary Accounts	23%	29.87%
Litigation	28.571%	40%
Skip Tracing	No Fee/Included	No Fee/Included
Reporting Services	No Fee/Included	No Fee/Included
1 Pre-Collect Letter on University Letterhead	No Fee/Included	No Fee/Included

**Collection Cost:** This is the percentage of the total outstanding client balance that is added to the account. This amount is added to the account and is the responsibility of the student.

**All Accounts Receivables must have a signed agreement by the student or other similar instrument allowing for such costs to be added.**

**Fee:** The percentage that the College will pay ICR on the collection of any monies recovered.

To illustrate, here is an example of how this would work *without collection costs being added:*

Type of Account	Principal	Collection Cost Not Applicable	Total Due	Collected	Fee 15.5% 23%	Due Client
Primary Accts w/out collection costs	\$1000.00	\$0.00	\$1000.00	\$1000.00	\$155.00	\$845.00
Secondary Accts w/out collection costs	\$1000.00	\$0.00	\$1000.00	\$1000.00	\$230.00	\$770.00

And here is an example of how this would work if collection costs are applicable:

Type of Account	Principal	Collection Cost Applicable	Total Due	Collected	Fee 15.5% 23%	Due Client
Primary Accts with collection costs	\$1000.00	\$183.43	\$1183.43	\$1183.43	\$183.43	\$1000.00
Secondary Accts with collection costs	\$1000.00	\$298.70	\$1298.70	\$1298.70	\$298.70	\$1000.00



When collection costs are added, students become responsible for entire fee quoted. For example:

- Fee to client is quoted at 15.5%
- Reciprocal fee (student's responsibility) of 15.5% is 18.34%

If a student's principal balance is \$1000.00 and collection costs are added, the student will pay \$1183.43 and the client will receive the entire principal balance back. ICR would keep \$183.43, which is 15.5% of the total monies collected.

When students are unable to pay their balance in full, and make payments, ICR will take 15.5% of each payment that is made. An example would be if a student has a principal balance of \$1000 and decides to make a payment of \$100. In this case, ICR would keep \$15.50 and the client would get \$84.50. This is the case for every payment that is applied to the student's account. When collection costs are added, it allows the client to have the full principal returned to them.

**End of Text for Exhibit E**

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***Immediate Credit Recovery Inc. (ICR)***

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**EXHIBIT F**  
**College's Request for Proposals**

The College's Request for Proposals (RFP) for Services in connection with Collection Agency Services, advertised March 29, 2018, together with all Addenda thereto, is incorporated herein by reference.

**End of Text for Exhibit F**

**EXHIBIT G**  
**Contractor's Proposal**

Contractor's Proposal submitted April 19, 2018, in response to the College's RFP, is incorporated herein by reference.

**End of Text for Exhibit G**