



STATE OF CONNECTICUT  
 BOARD OF TRUSTEES  
 FOR THE STATE COLLEGES

P. O. BOX 2008 NEW BRITAIN, CONNECTICUT 06050  
 TEL. NEW BRITAIN: 203-229-1607 TEL. HARTFORD: 203-566-7373

RESOLUTION

concerning

THE COLLECTION OF DELINQUENT AMOUNTS

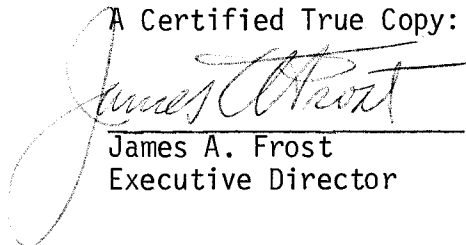
OWED TO

THE STATE COLLEGES

November 6, 1981

- WHEREAS, The Board of Trustees, through BR #74-75, dated November 1, 1974, authorized an agreement with the Division of Central Collections of the Department of Finance and Control, now the Bureau of Collection Services of the Department of Administrative Services, for the purpose of effecting the collection of delinquent accounts of the National Defense, National Direct and Nursing Student Loan Programs, and
- WHEREAS, The Board of Trustees, through BR #76-81, dated September 3, 1976, directed that the State Colleges should transmit to the Division of Central Collections the delinquent accounts of all funds, and
- WHEREAS, The Bureau of Collection Services, on May 14, 1981, gave notice of termination of the agreements with the Board of Trustees, effective July 1, 1981, and
- WHEREAS, Neither the Central Office nor the individual colleges has the capability for extended legal pursuance of the delinquent accounts, be it
- RESOLVED, That BR #76-81, dated September 3, 1976, is rescinded and the Executive Director is authorized to determine the best means of providing collection services for the colleges and for the Center for the Collection of Student Loans and, further, to take the steps necessary to obtain such services.

A Certified True Copy:

  
 James A. Frost  
 Executive Director

**PERSONAL SERVICE AGREEMENT**

STATE OF CONNECTICUT

CO-802A REV. 7/78  
(Stock No. 6938-170-01)

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original  Amendment

<b>CONTRACTOR</b>	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable)		
	Management Adjustment Bureau, Inc., 2 North Central Ave., Buffalo, N.Y. 14212		
<b>STATE AGENCY</b>	AGENCY NAME AND ADDRESS	P.O. Box 2008	AGENCY NO. IDENTIFICATION NO.
	Board of Trustees for State Colleges	New Britain, CT 06050	7800 P.S.# 82-52
<b>CONTRACT PERIOD</b>	FROM (Date)	THROUGH (Date)	INDICATE
	May 1, 1982	May 1, 1983	<input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither
<b>CANCELLATION CLAUSE</b>	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)		Required No. of days written notice: 30

**COMPLETE DESCRIPTION OF SERVICE**  
(Include special provisions. Use additional blank sheets of same size if required)

CONTRACTOR AGREES TO

Provide collection services for delinquent accounts of the National Defense/Direct and Nursing Student Loan Programs and for other delinquent accounts of the State Colleges (tuition, fines, property damage, etc.) as per the terms of the attached agreement.

**COST AND SCHEDULE OF PAYMENTS**

PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES: 25% of all collections to be paid upon receipt of report of collections and related invoice. See attached agreement for further details.

STATE USE ONLY	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. & OBJ.	
	Sec. 10-109b Sec. 10-110		1981-82 1982-83						0 6111 6900	7800
									2	23

**EXECUTIVE ORDERS**

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.

**NON-DISCRIMINATION CLAUSE**

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.

**INSURANCE**

The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.

**STATE LIABILITY**

The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

<b>ACCEPTED</b>	CONTRACTOR (Owner or authorized)	TITLE	DATE
	<i>John C. Carl</i>	Exec. Vice Pres	4/8/82
<b>APPROVALS</b>	AGENCY (Authorized Official)	TITLE	DATE
	<i>James A. ...</i>	Executive Director	4/22/82
<b>APPROVALS</b>	SIGNED (Office of Policy & Mgmt. Dept. of Admin. Services)	TITLE	DATE
	<i>G.V. ...</i>	SECRETARY - OPM	APR 25 1982
<b>APPROVALS</b>	ATTORNEY GENERAL (As to form)		DATE
	<i>[Signature]</i>		MAY 13 1982

**DISTRIBUTION** ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller

Attachment to Personal Services Agreement No. 82-52  
Concerning the Collection of Delinquent Accounts  
for the Period from May 1, 1982 through May 1, 1983  
Between the Board of Trustees for the Connecticut State Colleges (Client)  
and Management Adjustment Bureau, Inc. (Agency).

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

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

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

Business Office  
Western Connecticut State College  
181 White Street  
Danbury, Connecticut 06810  
(203-797-4060)

Business Office  
Central Connecticut State College  
1615 Stanley Street  
New Britain, Connecticut 06050  
(203-827-7213)

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

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

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

Collection/Remittance Report

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

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

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

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

to the Client.

14. Upon the signing of this agreement, the Client will transmit to the Agency, in numbers and amounts approximating those stated in the proposal request of December 1, 1981, the documentation necessary for the servicing of its delinquent accounts. Subsequent to the initial transmittal of accounts, the Client has no obligation to submit additional accounts but may do so.

15. In transmitting delinquent accounts to the Agency for collection, the Client shall furnish the following as a minimal amount of information:

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

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

16. The Agency is not authorized to accept a compromise settlement with any debtor.

17. When the Agency believes that the condition of an account is such that legal action is warranted, it shall so recommend to the Client, giving the reasons therefore. The Agency shall not proceed with the recommended legal action unless and until written authorization is received from the Client. If the Client requires legal action in any case, despite a contrary recommendation of the Agency, the Client shall be responsible for all court and attorney's costs which may not be collectible from the debtor.

18. Any National Defense/Direct or Nursing Student Loan account returned by the Agency to the Client because of the apparent impossibility of effecting collection must be accompanied by a statement acceptable to Federal authorities for the purpose of assignment of such account to the appropriate Federal office.

19. Upon written request, accounts may be withdrawn by the Client provided:

- a. No collections have been posted to the account within three months prior to the withdrawal request date.
- b. No arrangements have been made for payment beginning within thirty days of the withdrawal request date.
- c. No legal action has been initiated.

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

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

- a. A complete list, in Status Report format, of all accounts being returned to the Client.
- b. A complete list, in Status Report format, of all accounts being retained by the Agency together with the reason for retention of each account.
- c. A hard copy record of all transactions and other pertinent information obtained for each account.
- d. Other necessary information which may be requested by the Client.

21. Upon termination of this agreement, accounts shall be returned to the Client or retained by the Agency in accordance with provisions set forth in Item 19, which pertains to withdrawal of accounts from the agency. For accounts retained by the Agency, terms of this agreement shall continue to apply until such time as said accounts are liquidated or returned to the Client by the Agency for other reasons.

22. Either party may, upon thirty days' written notice, terminate this agreement.

23. Any notice required under this agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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

If to Board of Trustees for Connecticut State Colleges  
at P.O. Box 2008  
New Britain, Conn. 06050

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

**PERSONAL SERVICE AGREEMENT**

STATE OF CONNECTICUT

CG-602A REV. 7 79  
(Stock No. 6938-170-01)

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original  Amendment

<b>CONTRACTOR</b>	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable)		Suite 200, P.O. Box 119							
<b>STATE AGENCY</b>	AGENCY NAME AND ADDRESS		Somerville, Mass. 02143							
<b>CONTRACT PERIOD</b>	FROM (Date)	THROUGH (Date)	INDICATE							
	May 1, 1982	May 1, 1983	<input type="checkbox"/> Master Agreement	<input type="checkbox"/> Contract Award						
<b>CANCELLATION CLAUSE</b>	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)		Required No. of days written notice:	30						
<b>COMPLETE DESCRIPTION OF SERVICE</b> (Include special provisions. Use additional blank sheets of same size if required)	CONTRACTOR AGREES TO  Provide collection services for delinquent accounts of the National Defense/Direct and Nursing Student Loan Programs and for other delinquent accounts of the State Colleges (tuition, fines, property damage, etc.) as per the terms of the attached agreement.									
<b>COST AND SCHEDULE OF PAYMENTS</b>	PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES: 30% of all collections to be paid upon receipt of report of collections and related invoice. See attached agreement for further details.									
<b>STATE USE ONLY</b>	STATUTORY AUTHORITY	ACCTG. CLASS TO WHICH CHARGED	YEAR	FUND	AGENCY	SP. ID.	FUNC.	ACTIVITY	CHAR. Major	OBJ. Minor
	Sec. 10-109b and 10-110		1981-82 1982-83	0 6111 6900	7800	340 341	5	Various	2	23
<b>EXECUTIVE ORDERS</b>	This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.									
<b>NON-DISCRIMINATION CLAUSE</b>	The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.									
<b>INSURANCE</b>	The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.									
<b>STATE LIABILITY</b>	The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.									
<b>ACCEPTED</b>	CONTRACTOR (Owner or authorized)		TITLE		DATE					
	<i>Paul K. Long</i>		President		9/12/82					
	AGENCY (Authorized Official)		TITLE		DATE					
	<i>James A. Ford</i>		Executive Director		2/26/82					
<b>APPROVALS</b>	SIGNED (Office of Policy & Mgmt. Dept. of Admin. Services)		TITLE		DATE					
	<i>Anthony J. Adams</i>		SECRETARY - OPM		APR 28 1982					
	ATTORNEY GENERAL (AN 101-101)		TITLE		DATE					
	<i>John W. Schilder</i>				MAY 9 1982					
<b>DISTRIBUTION</b>	ORIGINAL: Contractor    PART 2: Agency    PART 3: OPM DAS    PART 4: Atty. Gen'l    PART 5: Comptroller									

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

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

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

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

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

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

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



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

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

Collection/Remittance Report (weekly in the case of National Defense/Direct and Nursing Student Loan accounts)

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

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

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

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

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

14. Upon the signing of this agreement, the Client will transmit to the Agency, in numbers and amounts approximating those stated in the proposal request of December 1, 1981, the documentation necessary for the servicing of its delinquent accounts. Subsequent to the initial transmittal of accounts, the Client has no obligation to submit additional accounts but may do so.
15. In transmitting delinquent accounts to the Agency for collection, the Client shall furnish the following as a minimal amount of information:
  - Name (including aliases, married, single names)
  - Last known address
  - Social Security number
  - Amount due
  - Type of obligation

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

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

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

If to American Credit & Collection, Inc.  
at 265 Medford Street, Suite 200  
P.O. Box 119  
Somerville, Mass. 02143

If to Board of Trustees for Connecticut State Colleges  
at P.O. Box 2008  
New Britain, Conn. 06050

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



# STATE OF CONNECTICUT

BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

P. O. Box 2008

NEW BRITAIN, CONNECTICUT 06050

TEL. NEW BRITAIN: 203-229-1607

TEL. HARTFORD: 203-566-7373

## RESOLUTION

concerning

THE COLLECTION OF DELINQUENT AMOUNTS  
OWED TO  
THE STATE COLLEGES

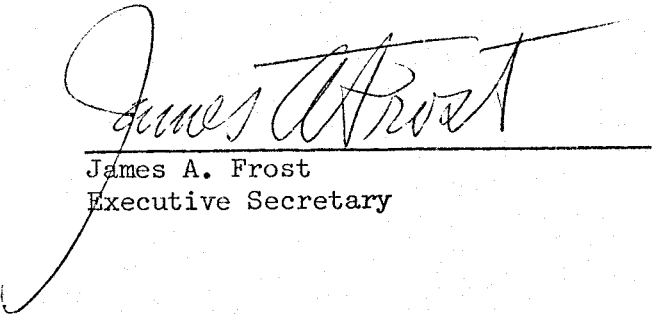
September 3, 1976

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

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

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

A Certified True Copy:

  
James A. Frost  
Executive Secretary