

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and Mercantile Adjustment Bureau LLC ("Contractor") entered into an Agreement on November 1, 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 September 19, 2019, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to August 31, 2020; and

WHEREAS, on August 10, 2020, the parties executed Amendment No. 2 to the Agreement, which extended the term thereof to August 31, 2021; and

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

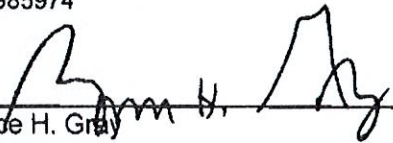
WHEREAS, the College desires to further extend the term of the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

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, 2022 through August 31, 2023**; 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.

Mercantile Adjustment Bureau LLC
FID # 75-2985974

By: 
Bruce H. Gray
President

Date: 9/1/2022

Suffolk County Community College

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

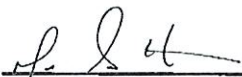
Date: 9/6/22

Approved as to Legality:
Suffolk County Community College

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

Date: 09/02/2022

Approved:
Suffolk County Community College

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

Date: 09.02.2022

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and Mercantile Adjustment Bureau LLC ("Contractor") entered into an Agreement on November 1, 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 September 19, 2019, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to August 31, 2020; and

WHEREAS, on August 10, 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.

Mercantile Adjustment Bureau LLC
FID # 75-2985974

Suffolk County Community College

By: _____

Bruce H. Gray
President

Date: _____

9/2/2021

By: _____

Dr. Edward Bonahue
President

Date: _____

9/3/21

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

Date: 09/02/2021

By: _____

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

Date: _____

09.02.2021

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and Mercantile Adjustment Bureau LLC ("Contractor") entered into an Agreement on November 1, 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 September 19, 2019, the parties executed Amendment No. 1 to the Agreement, which extended the term thereof to August 31, 2020; and

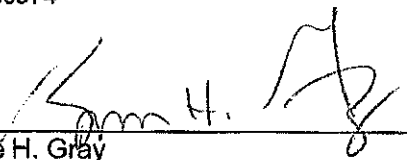
WHEREAS, the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

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 Amendment(s) 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.

Mercantile Adjustment Bureau LLC
FID # 75-2985974

By: 
Bruce H. Gray
President


Date: 8/3/2020

Suffolk County Community College

By: 
Louis J. Petruzzo
Interim President

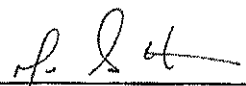
Date: 08/10/2020

Approved as to Legality:
Suffolk County Community College

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

Date: 08/10/2020

Approved:
Suffolk County Community College

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

Date: 8.10.2020

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Mercantile Adjustment Bureau, LLC ("Contractor") entered into an Agreement on November 1, 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.

Mercantile Adjustment Bureau, LLC

FID # 75-2985974

By: _____

Bruce H. Gray
President

Date: _____

9/18/2019

Suffolk County Community College

By: _____

Louis J. Petruzzo
College General Counsel/Executive V.P.

Date: _____

09/19/19.

Approved as to Legality:

Suffolk County Community College

By: _____

Alicia S. O'Connor
College Deputy General Counsel

Date: _____

9/18/19

Approved:

Suffolk County Community College

By: _____

Sara E. Gorton
Associate Dean of Financial Affairs

Date: _____

9/18/19

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

Mercantile Adjustment Bureau, LLC ("Contractor"), a New York corporation having its principal place of business at 165 Lawrence Bell Drive, Suite 100, Williamsville, NY 14221.

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.

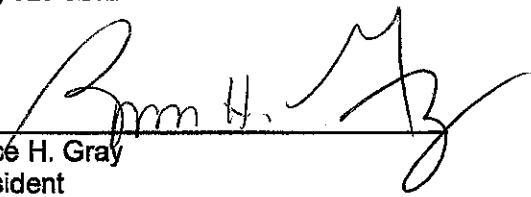
Total Cost of Agreement: Shall not exceed amounts as set forth in Exhibit E, annexed hereto.

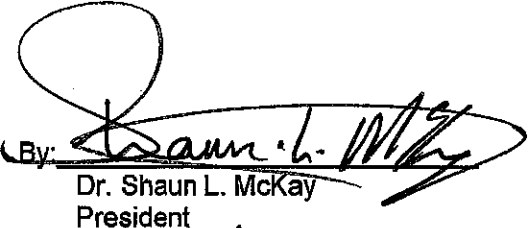
Terms and Conditions: Shall be as set forth in Exhibits A through G, annexed hereto.

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

Mercantile Adjustment Bureau, LLC
Fed. Tax ID # 75-2985974
Tel.: (716) 929-8212

Suffolk County Community College

By: 
Bruce H. Gray
President

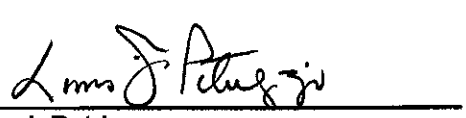
By: 
Dr. Shaun L. McKay
President


Date: 10/26/2018

Date: 11/1/18

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

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

By: 
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 10/29/18

Date: 10/29/18

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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. 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
(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
(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
Description of Services**

**Section III
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

Technical Proposal

a. Understanding of Service Requirements, Management Techniques and Approaches

Mercantile has over 25 years successful experience servicing education loans both at the first-party and contingency level and understands the Scope of Work set forth by Suffolk County Community College. The collection management group has collective GSL experience of over 45 years. Our GSL experience includes Federal Stafford Loans, Federal Parents Plus, Federal Family Education Loans (FFELP), Federal Perkins Loans and Direct Student Loans.

We presently service 40 colleges and universities across the country which includes vocational technical schools. Our education collection management and collectors have significant experience in student loan collections including rehab programs, consolidation, deferment and forbearance, as well as collection processes such as payment in full, payment plans and dispute handling. This group also has long tenure with Mercantile.

Mercantile provides quality collection service regardless of an educational institution's size, placement market share and age of placement. While we take into consideration the unique nature of each individual student account such as dollar balance, external scoring, age and tier, Mercantile's collection process utilizes a comprehensive set of collection standards that are promptly and efficiently applied in the collection of all accounts and account types.

Our work standards can be adapted to meet the client's requirements. Additional time frames and requirements may be added in order to address the specific needs of a contract. These additional items may be added at anytime. Mercantile also monitors changes to state and federal laws and makes adaptations to our work standards as required.

All collection activity is performed with strict adherence to:

- Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq.), Title IV, Part E of the Higher Education Act (20 U.S.C. 1087aa - 1087hh), as amended and Federal Perkins implementing regulations (34 C.F.R. 674), and other provisions of Title IV of the Higher Education Act as amended, including 20 U.S.C. 1091;
- Compliant with US Department of Education's Final Regulation for Perkins Loan Rehabilitation
- Programmatic requirements of the NDSL/Perkins Loan Programs;
- Title II of the National Defense Act of 1958;
- Health Professions Education Assistance Act of 1963 (PL88581);
- The Privacy Act of 1974 (5 U.S.C. 552a);
- The Gramm Leach Bliley Act (15 USC, Subchapter I, Sec. 6801-6809)
- Federal Family Educational Rights and Privacy Act (20 U.S.C. 1232g);
- United States Department of Education Collection Regulations (34 C.F.R. Part 30);
- Fair Debt Collection Practices Act (15 U.S.C. 1692 et seq.) and guidelines established by the Federal Trade Commission;
- The Fair Credit Extension Uniformity Act ;

- Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) particularly 15 U.S.C. 1681(b) relative to permissible purposes of consumer reports;
- The Bankruptcy Code, as amended (11 U.S.C. 101 et seq.) particularly sections 523(a)(8) regarding exceptions to discharge and 523(b); and
- The American Collectors Association's Code of Ethics & Standards
- Applicable state laws and regulations governing debt collection

1) **Communication:** Mercantile has a dedicated Client Relations team lead by Linda Schulz, VP Client Relations. One of Linda's team members will be assigned to SCCC to handle all daily questions, reports, file loads, etc. In addition, SCCC will have a back-up member to assist in the instance their client relations liaison is absent. Any direct collection related questions can be sent to the client relations liaison or SCCC can contact our VP of Collections, Tammy Cummings, directly. Daily, monthly or weekly calls may also be scheduled with the collections team to address performance.

2) **Qualifications:** Our knowledgeable, professionally trained staff, working exclusively in the Higher Education industry, possess expertise in the following:

- Mercantile COHORT Default Program
- Deferments, Cancellations, Rehabilitations, Consolidations
- All campus based receivables including Perkins, NSL's, Institutional Loans and General Student Accounts Receivable. We have a thorough knowledge of this highly regulated industry ensuring collections are pursued according to the latest guidelines
- Compliant with All Higher Education Privacy Regulations
- Full Life-Cycle Customized Pre Collection and Post Charge-off Programs, including Litigation Services
- Credit Reporting
- Diverse and Broad Variety of Skip Tracing Techniques and Database Access

3) Following is a partial sample of comparative performance for some of our active SUNY clients:

2017 Examples

College / University	2017 Accounts Placed	Placement Amount	Collected Amounts	Recovery Rate
SUNY UB – Tuition Loans	405	1116028.17	317110.53	28%
BING –	122	288723.03	71761.89	25%

Tuition Loans				
CORTLAND - Tuition Loans	59	116171.17	27905.98	24%

- 4) **Procedural Description:** Mercantile’s third party collection service includes, but is not limited to, in-depth skip tracing, lettering, use of state of the art telephony, customized reporting and credit reporting.

Mercantile is licensed to collect in all 50 states. We comply with all applicable provisions of Title IV of the Higher Education Act of 1965, as amended and as set forth in 34 CFR 668.25, with respect to any collection of student loans. Once Mercantile receives placement information, we will provide our clients with a reconciliation acknowledgement of placements indicating the total number and aggregate value of the accounts that have been referred. Immediately after placement and data entry, our collection management staff is notified of the new placements, upon which all accounts are loaded to the Education Division.

Within 24 hours of placement, accounts undergo an internal and external database scrub. After the scrub, all accounts are scored through a combination of generic and proprietary recovery model providing for an initial generic score and customized score that updates through monthly internal rescoring. Accounts are then segmented into three categories - High, Medium and Low. Each of these three levels determine the specific account population treatment and drive a specific series of work strategies and call attempt frequencies.

Following is an illustrative activity breakdown. Work and calling strategies, beyond account load & activation activity, are fluid and built around client requirements, account characteristics, performance and life-cycle point in time.

Event	Time	Description
Account Placed on System	Within 24 hours of placement	Information provided by client is loaded on the system. Acknowledgment Report is generated to client
Automated Database Scrubs	Within 24 hours of placement	Internal and External database scrubs to validate and enrich customer account information
External Scoring	Within 24 hours of placement	Scoring application review on selected accounts through TransUnion
Initial Collection Letter Generated	Within 24 hours of placement	Initial demand letter, includes address normalization and FDCPA disclosures.
Telephone Collection Efforts	Within 24-48 hours of placement	First telephone attempt on accounts with valid telephone numbers.

Skip tracing	Within 7 days of placement	Accounts without valid address and phone numbers are skip traced through a variety of resources and tools
Predictive Dialer	Within 48 hours of placement	Attended Dialer 3 times weekly (am and pm) Unattended Dialer 4 times weekly (pm and weekends)
Further Review	After 60 days	Reviewed by supervisor to see if any untested collection efforts may result in account resolution, settlement or potential legal action
Call Frequency	Day 1-7 Everyday Day 8-30 Every 3 Days Day 31-90 Every 5 Days Day 90+ 1 per week	If no successful or pending disposition is obtained with the customer at Day 90, account is integrated back to day one for re-initiation of collection efforts or at the least call attempts continue at the rate of 1 time per week depending on the characteristic of the account

The following overview details Mercantile's collection process. Additional time frame requirements may be added in order to address the specific needs of the contract. These items may be added at anytime. We also monitor changes to state and federal laws, making modifications to our standard operating procedures.

Bankruptcy & Deceased Scrubs

All accounts are immediately processed through a national bankruptcy and deceased database. Identified accounts will then be handled pursuant to client requirements.

All borrower names are simultaneously cross-referenced through our vendor to identify any new phone or address information that can be appended to each receivable.

Account Scoring

Generic and predictive models are used to create customized scores. The models utilize external public record & internal data sources. Our models are designed to consider the "life-cycle" stages of a receivable and its current status. This approach allows accounts to be scored at multiple stages throughout the placement cycle. Utilizing a custom scoring approach, coupled with various data mining and applied statistical techniques, provide Mercantile the framework of how to scientifically approach each portfolio in order to maximize liquidation performance.

Collection Letters

Once accounts have gone through the waterfall process, an initial demand letter is generated in compliance with FDCPA statutory requirements. The initial demand letter advises the borrower their account has been referred for collection and includes the appropriate validation notice.

Our letter series offers our client's customers the convenience and access of logging on to a secure on-line portal in which borrowers can make payments and effectively manage their account. A toll free number is also provided for borrowers that wish to speak to a live agent for assistance, as well as direction to our website for borrowers who prefer not to speak with anyone, but would like to see their account status and/or make an online payment.

Collection Phone Calls

Our Definity G3r, Dial Connection & MobileComply telephony platforms are equipped with leading edge software enabling sophisticated outbound & inbound call traffic management.

Our telephony platform, including our 400 station virtual dialer, provides for skills based routing of inbound calls, targeted outbound call dialing, flow managements, IVR capability, digital call recording and recorded & real-time monitoring. In addition, the platform has controls to ensure local time zone calls within permissible hours and blocking capability to restrict calls to a specific number or geographic areas.

Outbound: New placements qualify for dialing immediately after the scrub process being complete. Call campaigns are driven by parameters such as date last work, account balance, score, last contact status, etc. Manual & dialer call campaigns are modified to meet any changes in work strategies, client requirements and/or account characteristics.

Inbound: All inbound calls are routed into an ACD group that is assigned an exclusive toll free telephone number. Skills based call routing is also used to ensure expedient & proper point of contact call handling. IVR functionality can be programmed to handle some agent free transaction for special program services.

Attended and Unattended Call Campaigns: Depending on the nature of our client's business model we have the capability of using a multitude of calling strategies to generate contact with the students.

- Predictive & Blaster Call Campaigns – confirmed landlines only
- Manual Dial
- MobileComply – a TCPA compliant manual dialing technology

Dialer Sort Criteria: We strategically utilize our dialer to supplement our manual and MobileComply calling campaigns. Sort criteria includes balance ranges, score ranges, etc. and campaigns are built around criteria such as evening & weekend calls, no contact, etc. Work & campaign parameters are established by collection management and call results are provided during the running and completion of a call campaign.

The dial connect software has a reporting module that generates real-time reports that quantify the performance of each campaign. The metrics, contained within these reports, are used by management to evaluate, assess and modify campaigns to increase the agent's overall effectiveness.

Collection Approach:

In attempting to establish repayment, we use best efforts to establish a repayment plan that, if completed to terms, will result in the repayment of the referred amount in the shortest time possible.

Our collectors are required to ascertain the student's financial situation and ability to pay. The collectors are trained to negotiate with a student on paying the balance in full. If the balance in full is not able to be recovered, the collector will then look to establish a satisfactory payment arrangement or settlement of the account. All repayment options are within the requirements of SCCC and in accordance with the option that works best for the student.

Dispute Handling:

During the collection process, borrowers may dispute the charges in question. Per Mercantile's Dispute Policy, any disputes generated during the collection process are handled with skill and care. Borrowers contesting the balance are provided a detailed itemization of the amount due outlining all charges relating to the account. In accordance with the FDCPA, Mercantile responds to validation requests issued by the borrower.

When a written or verbal dispute is made by a borrower, the account is put on hold and notated. The client is then immediately notified of the nature of the dispute. No further collection action is taken until the client's response is received and reviewed by our compliance department. After Mercantile receives confirmation to proceed with collection activity, our organization will commence collection activity.

Close and Return:

When an account is requested to be closed and returned, the department manager reviews the account to comply with the client's request.

In addition, if Mercantile discovers an occurrence in which an account has been referred in error, we shall notify the client immediately and stop all collection efforts. At month end, a report is generated identifying all accounts that are going to be closed and returned.

- 5) **Credit Reporting:** We have the ability to report to the bureaus based on client requirement and order copies of student's credit bureau reports to assist in conducting collection activity on accounts it services on behalf of its clients. Mercantile recognizes the need to protect this sensitive non-public information (NPI) and to limit its use to those uses permitted under the Fair Credit Reporting Act (FCRA) and the Fair Debt Collection Practices Act (FDCPA) as well as other applicable consumer protection statutes.

FCRA is designed to regulate the consumer credit reporting industry, place obligations on the users of consumer reports, ensure that consumer information is reported and maintained fairly and accurately by a consumer reporting agency, give individuals information when consumer reports are used to take adverse action (e.g. when evaluating credit applications); protect the confidentiality of consumer report information; prevent identity theft; manage the review of customer disputes information reported to consumer reporting agencies accurately and timely, while taking the appropriate action, to increase privacy protection, and to provide required disclosures to consumers.

Collections and Recovery requires:

1. A credit transaction involving a consumer, on whom the information relates and involving the extension of credit to, or the review or collection of that consumer's account
2. The valuation or assessment by a potential investor or servicer, or current insurer, of the credit or prepayment risks associated with an existing credit obligation
3. A legitimate business need for the information:
 1. In connection with a business transaction initiated by the consumer; or
 2. To review a consumer's account to determine whether the consumer continues to meet the terms of the account.

We have implemented the following safeguards to ensure that consumer credit bureau report information is reviewed only under the following circumstances:

1. Limited the ability to order credit bureau reports to Supervisory level collection staff and above. Mercantile follows all federal and state laws regarding Credit bureau requests (ie Mercantile does not order Credit Reports where the consumer resides in the state of Vermont).
2. Credit Reports are only ordered on accounts with a valid Social Security Number which is provided by the client in the assignment file. Management gives specific instruction to not pull accounts with special compliance status codes (ie Bankruptcy, Deceased).

3. To ensure that bureau reports are only pulled on the consumer being collected on a list of all accounts contained in the placement file that did not return a successful scrub record will move to the MSD desk and will then be reviewed by Client Relations. Inaccurate data received will cause this scrub error. If the inaccurate data can be corrected on any of the accounts it will be, the initial scrub flag is cleared, and the account(s) is re-sent to the vendor for the second scrub process to begin.
4. Credit bureau reports are to be reviewed only to obtain location information for the consumer that will assist in establishing contact with the consumer. Collectors can only view reports approved by management criteria; they cannot systemically request a report.

The credit bureaus we report are TransUnion and Experian.

6) Standard collection notices that may be issued to debtors:

All accounts receive the initial validation notice subsequent to load and assignment to collections. We tailor letters and use mailing strategies based on client requirement, score criteria, and account characteristic/status.

All letters are reviewed by our Compliance Department and retained regulatory subject matter expertise attorneys. In addition, if necessary we will also submit letters for client approval prior to use. All letters are in compliance with state and federal regulations & laws. Letters also have the applicable, necessary state disclosures.

Please see attached Sample Letters.

- 7) Reports:** Mercantile Adjustment Bureau has a diverse array of financial reports that can be used by our client to evaluate our performance. Additionally, Mercantile Adjustment Bureau has the capability to customize reports based on our client's immediate needs. The report's layout is constructed by the leadership team within the higher education and client relations department. Once layout has been defined, Mercantile Adjustment Bureau's IT/IS department will maintain the integrity of the reports to ensure accuracy.

It is customary that we provide a detailed status, acknowledgement, batch track, and settlement report on a monthly basis.

The following contains a description of standard reports provided for clients:

- a) **Account acknowledgement:** This report should be in alphabetical sequence outlining debtor names, social security and CCM student ID numbers, a brief description of the debt and the principal amount placed for collection.
- b) **Debtor Status Report:** This report should outline all accounts placed for collection. The report will note the accounts' date of placement, last payment activity and the account status (in process, uncollectible, etc).
- c) **Client statement and remittance report:** This report should summarize the payment activity for the month. The report should itemize each debtor payment and note running balances. Attached should be the remittance information and payment.

- d) **Returned accounts report:** This report will note accounts returned to the institution for any reason. A complete history file should be maintained for each account in case the account is reactivated.
- e) **Collection Activity:** This report should list collection activity as it relates to month of placement.
- f) **Account Aging Analysis:** This report should age accounts based on elapsed time from the report date to the date of the last payment

Please see attached Sample Reports.

- 8) **Banner:** Mercantile has extensive experience in providing collection services to institutions using Banner. Most SUNY schools utilize the Banner system and Mercantile has experience working many SUNY school accounts including Suffolk County Community College.
- 9) **Computer Systems:** Our educational client partners, such as SCCC, utilize Client Access Web to access their placed account level information. Most of our standard & customized reporting is generated by our collection system, CUBS. We also have the ability to provide any tailored type of reporting from our SQL database which houses very granular key performance indicator (KPI) data. We currently provide to SCCC remittance reporting/statement, close & return report, and payment source report.

10) Internal Account Programs:

The overseeing AVP and manager(s) in charge of reviewing collector production report daily with a backup overview from the Vice President of Collections. Systemic daily reports are generated off of the Mercantile CUBS platform and emailed to management. These reports include:

- Collector Phone reports, both daily and month-to-date results/totals
- Collector revenue reports for current month; includes posted fee, postdated fees, percent to individual goal, and the collector's fee generated move from the business day prior
- KPI data is also available to the management which shows "live" snapshots of a collector's revenue data, future revenue data (up to 3 months) and outbound/inbound call handling for the current day
- Collector data is also available to each collector on the MAB intranet; such as call production results for the day, in-house collection figures, and posted payments for the day.

Management must review a minimum of three calls per collector each month to coincide with SSAE16 collection audits (as referenced in COL056 Collector Feedback-Call Monitoring); two Right Party Contacts at a minimum and for the third call either another right party contact, a contact with an authorized third party or a left message (either machine or with a third party). Managers must review each of the three forms with the collector within 3 business days from the call being monitored by the manager. Collectors must sign and date each document and management should notate the collector's eservice with feedback; with positive or needs improvement coaching.

Management also reviews daily CUBS WIP activity for both products. Since the majority of business is worked in a pooled mass desk environment it is easy to track no activity on the accounts. Managers have the ability to build different criteria to pull accounts that need skip tracing and/or calls made. Management makes this "needs activity" WIP available for the staff to work in CUBS daily to ensure the SLAs are met.

Mercantile's robust payment processing platform was developed to control payments collected and to protect our client partners. We understand the importance of protecting both our client partners and their students and have several procedures in place.

Processing Payments

- All payments received are posted in a timely manner (usually within an hour depending on volume) on the same day the payment is received. Payments that cannot be posted same day are identified as "Exception Payments" and are logged/tracked separately.
- Payments are posted utilizing the CUBS software. Care is taken to ensure all payments are posted to the correct account. Payments are batched by branch and then by individual Dedicated Trust Account or to a General Trust Account.
- It is Mercantile Adjustment Bureau's policy not to charge any fees on consumer accounts for services performed by Mercantile Adjustment Bureau (ex: payment application). These fees include, but are not limited to: Check-by-phone fee, Credit/Debit card fee, NSF fee, MoneyGram fee, Western Union fee, Banking fees, etc...

Transmitting Funds to Bank Account:

- All funds from customer payments must be transferred to the client trust account within 24 hours of the original transaction.
- A daily ETA (Enhanced Trust Accounting) report is generated that will capture all posting transactions separated by client.
- The transfer process is handled using dual controls. One person completes the transfer order, and the other staff member transfers the funds between bank accounts.
- On a daily basis, the ETA report is selected from the secured share network drive. The report criteria will be transactions from the day prior, for a specific client.
- A Trust Transfer template is used as a worksheet.
- The amount listed on the ETA report as "total cash" must be transferred from the general trust account to the designated client trust account.
- The transfer amount is recorded onto the work sheet and given to the staff member responsible for moving the funds between bank accounts.

- The total amount in the trust account must equal the required funds when the remittance process occurs. (according to client schedule)

Please see attached **Standard Operating Procedure: Payment Processing**.

11) On-line Account Services:

Mercantile provides on-line access to students for payment through our website. Please find attached **Website Internal Security Documentation** for a detailed explanation on how the portal works.

- 12) On-Line Web Portal:** Clients are provided remote access to securely view their accounts loaded on to Mercantile Adjustment Bureau's system. Clients also have the ability to review previously recorded calls to gauge the interaction between Mercantile Adjustment Bureau's agents and our client's customers/students.

Mercantile Adjustment Bureau does maintain an active website that can be conveniently accessed by our clients. Clients have the functionality to review their accounts through an online portal - ClientAccessWeb.com (CAW).

Based on our client's feedback, Mercantile Adjustment Bureau's web based portal is user-friendly, highly interactive, and is secure in order to protect sensitive/confidential information on the client end.

SCCC has an account, password and username created for them by Mercantile Adjustment Bureau for their personal use. The web based portal was implemented to offer our clients the convenience to monitor their accounts at their discretion.

The features available within the portal have been designed specifically to allow clients a number of ways to evaluate the recovery efforts being made on our client's receivables.

Features that Client Access Web provides include:

- Account Inquiry
- Payments
- Online Reports (including custom query generated reporting capabilities)
- New Account Entry
- Client File Upload

- 13) Account Security:** Prior to performing any collections or support activity, our Education Division personnel are trained in all aspects of a client's work and servicing standards. No collector will work an account until they demonstrate a thorough understanding of the client's needs and requirements.

Our training program consists of training material delivery through comprehensive training manual and on-line modules in a formal classroom venue. This is further supplemented by

interactive role playing as well as a mentoring program. Newly hired employees go through a one to two week training program depending on the amount of their prior experience.

In addition to collection management performing call monitoring and account reviews, a separate Internal quality compliance group independently performs this function.

Mercantile also requires all employees to sign an NDA and background checks are performed once an employee accepts an offer for hire. **Please see attached NDA sample.**

Please see attached Training and Human Resources Standard Operating Procedures for further detail: New Hire Training and Compliance Training.

The data security that Mercantile has in place is very extensive. Please see attached Standard Operating Procedures for a detailed understanding of how accounts are protected.

Please see attached Standard Operating Procedures – Secure Access to Network Resources and Services, Data Loss Prevention Policy, Document Destruction – Stericycle.

14) Please see attached Continuity / Disaster Recovery Plan.

15) Unique Services: In addition to our full suite of receivable management services we can provide SCCC with IVR calling campaigns to provide special notice/information notifications to students and employees alike. We also provide back-office services to handle information inquiries and media requests. From the collection service perspective we also provide a specialized collection program for pending & dismissed bankruptcy accounts.

16) Mercantile is licensed and/or bonded in all 50 states to perform collection services.

17) Litigation Services: We do not provide legal resolution services to the point where we manage an attorney network. However; we do provide collections on pre legal & dormant judgment accounts and we can identify assets on accounts that you may want to consider sending out to your legal network or that of another of your agency vendor partners.

18) Our first or third-party (approach) pre collection service is very effective with stabilizing delinquency flow through rates and reducing credit charge-offs/write-offs. Our experience includes providing resources at the very early stage of 5 days past due through to late stage delinquency/pre charge-off levels. Our customer service/care solution could also be useful for early circumvention in proactively communicating with students, whereby it's been determined they are at risk of default, to ascertain their situation and explore payment solutions prior to their reaching the point of default. We would welcome the opportunity to better understand SCCC's objective in this area and present a specifically designed program to reduce the flow of accounts to collections.

- 19) As previously stated all of our collection & recovery services are available as well as our IVR message broadcast service and customer service/care & back-office support outsourcing programs.

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.

**ATTACHMENT 1
Specific Payment Terms and Conditions**

3. Cost Proposal

a. Mercantile generally receives the fee rate from the client; however, the percentages below are based on current average rates. All rates are negotiable.

The rates indicated below are set rates. Rates are not based on a sliding scale or on number of accounts or dollar volume.

i. Mercantile does not charge any fees associated with collecting on the account. We strictly charge a contingency fee which will be figured into the student's balance for the student's responsibility to pay. An example is listed below.

ii. N/A

Loan	Prime	Seconds	Subsequent Placements
Student Receivables	21%	26%	26%
Federal Perkins Loans	28%	33%	33%
Institutional Loans	21%	28%	28%
Health Professional Loans	27%	34%	34%
Sponsored Award Receivables	23%	29%	29%
Other Assigned Receivables	23%	28%	28%

Example:

Student Owes: \$1000.00

Collection Agency Fee (21%): + \$210.00

Student Pays: \$ 1210.00

College Receives: \$1000.00

Collection Agency Retains: \$210.00

NOTE: For any pre-collect letter mailed, there will be no charge.

End of Text for Exhibit E

Mercantile Adjustment Bureau, LLC
Project Name: Collection Agency Services

Contract No.: 23-CC-018

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

Mercantile Adjustment Bureau, LLC
Project Name: Collection Agency Services

Contract No.: 23-CC-018

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