

## NATIONAL ENTERPRISE SYSTEMS, INC. AGREEMENT

**THIS AGREEMENT**, made and entered into on this 13<sup>th</sup> day of October, 2015 between **National Enterprise Systems, Inc.**, 29125 Solon Road, Solon, Ohio 44139-3442 hereinafter referred to as the Collector, and **Parma Public Housing Agency**, with an office at 1440 Rockside Road #306, Parma, Ohio 44134, hereinafter referred to as the Client, is for the sole purpose of providing a service, namely, the collection of unpaid accounts.

### WITNESSETH

**WHEREAS**, the Client has delinquent accounts which it desires collected, and the Collector is qualified to collect such delinquent accounts, and desires to accept such accounts as referred for collection by the Client.

### IT IS MUTUALLY AGREED AS FOLLOWS:

1. Collector agrees to accept for collection, upon terms, conditions and provisions herein set forth, unpaid accounts as the Client refers, for collection.
2. Collector shall promptly undertake, through proper and lawful means, the collection of all accounts referred to it by the Client without regard to the amount. Collector shall not, under any circumstances, use any threats, intimidation or harassment of the debtor in the collection of accounts, or violate any guidelines established by the Federal Trade Commission or similar regulatory agency. NES agrees to follow all regulations as established by the Federal Debt Collections Practices Act and other regulatory statutes, federal and state.
3. Safeguarding of Customers Records and Information – National Enterprise Systems, Inc. acknowledges the privacy rights of students and will not release information concerning students to any credit bureau or other third parties without full compliance with all federal and state privacy laws and prior written approval from the client. National Enterprise Systems, Inc. will comply with the Federal Family Education Rights and Privacy Act regulations and is also in full compliance with the Gramm-Leach-Bliley Act.
4. During this contract period National Enterprise Systems, Inc. agrees that if it is found that changes to our systems, processes or security are necessary to remain in compliance with safeguarding of student information as required by the Gramm-Leach-Bliley Act these changes will be made immediately and all procedures will become a permanent part of National Enterprise Systems, Inc. security plan.
5. The collection fee shall be 22 % of the total collected on all accounts referred by CLIENT. A rate of 24% shall apply on any accounts requiring legal action. Said fees will be the sole consideration paid to the Collector. The Client shall not be liable for any cost or expense incurred by the Collector in the collection of accounts.



6. Collector shall remit to the Client, each month, the NET amount of each collection received. Remittance shall be sent so as to be received by the Client no later than the 15<sup>th</sup> calendar day of the month for all collections received by Collector during the previous calendar month. Collector shall have no authority to file a lawsuit on an account placed by the Client unless written authorization has been obtained from the Client. Collector shall make every effort to collect an account prior to submitting suit recommendation or cancelling an account. Collector agrees to suspend action either temporarily or permanently on any account placed by the Client upon receipt of notification to do so. In the event of termination of this agreement, paying accounts will not be canceled by the Collector.
7. The Collector agrees to implement thorough collection procedures in an attempt to achieve maximum recovery of debts. Such procedures are to include a reasonable number of telephone calls, along with mail efforts. Skip-tracing procedures will be instituted as required.
8. The Client hereby agrees to allow the Collector to collect interest as specified by the Client, as allowed by State and Federal statutes.
9. The Collector has in effect, insurance and bonding policies that meet or exceed the minimum standards of state and federal bureaus governing collection agencies. Upon request, renewal notices will be sent to the Client annually. The Client will be listed as an additional insured on all such policies, at the cost of the Collector.
10. The Collector hereby agrees to hold the Client, its agents and employees, harmless from and against all suits and claims incurred by or imposed upon the Client, agents and employees, resulting from the Collector's performance under this contract. Collector agrees to carry adequate liability insurance and the Client will be list as an additional insured on all such policies, as the cost of the Collector. Renewal notices will be sent to the Client annually.
11. The Client hereby agrees to hold the Collector, its agents and employees, harmless from and against all suits and claims incurred by or imposed upon the Collector, its agents and employees, resulting from the Client's performance under this contract.
12. Either party may cancel this agreement with the other upon thirty (30) days' notice. Collector will be permitted to retain paying accounts with payments made in the previous ninety (90) days and those referred for legal action through the Collector.

**IN WITNESS THEREOF**, the parties have executed this agreement on the date above written.

**BY:** \_\_\_\_\_  
**ERNEST R. POLLAK, VICE PRESIDENT**  
**NATIONAL ENTERPRISE SYSTEMS, INC.**

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

**PARMA PUBLIC HOUSING AGENCY**