



E. A. UFFMAN & ASSOCIATES, INC
CSD COLLECTION SPECIALIST
YOU ONLY PAY FOR RESULTS

SERVICE AGREEMENT

This agreement is made and entered into by and between City of Hammond (hereinafter referred to as CREDITOR) and E. A. UFFMAN AND ASSOCIATES, INC, CSD COLLECTION SPECIALIST, (hereinafter referred to as EAU/CSD) to be effective the ____ day of _____ 2017 or upon the receipt of accounts whichever shall first occur.

The undersigned does hereby commission EAU/CSD, as our agent in the collection of accounts receivable assigned to EAU/CSD for collection pursuant to the following terms and conditions. As our agent, we authorize EAU/CSD, in its sole discretion, to personally contact, phone, correspond with or take whatever proper steps necessary to motivate the collection of our accounts pursuant to the following terms and conditions, to-wit:

EAU/CSD agrees to employ and provide the Creditor with the following services:

- A. EAU/CSD agrees to use ethical and professional collection efforts on accounts assigned for collection in compliance with applicable law, including the Fair Debt Collection Practices Act.
- B. EAU/CSD will deposit collected funds in a collection trust account as required by state Office of Financial Institutions.
- C. EAU/CSD will provide monthly accounting of the trust account and of all funds collected no later than 30 days after the end of each month. EAU/CSD EAU/CSD will submit to the Creditor the proceeds after deduction of the fees and expenses as provided herein.
- D. EAU/CSD has permission to list all accounts with Equifax, Experian and Trans Union National Credit Reporting Data Base. These accounts maybe by federal law reported to all inquiring credit grantors up to seven years based on the date of delinquency.
- E. All accounts are handled on a contingency fee basis as provided herein. There shall be a one time system set up fee of \$50.00 payable by Creditor upon the return of this signed contract to EAU/CSD.
- F. EAU/CSD will not be liable for any accounts that prescribe, due to the statute of limitations having expired while assigned for collection.
- G. Creditor must approve the discount or reduction of amounts due under any account assigned for collection.

2. Creditor agrees to comply with and otherwise abide by the following conditions in the assignment of accounts receivable for collection:
 - A. A Creditor will not place for collection any account which by state or federal law is precluded or barred from collection at the time of placement. Creditor will ascertain that all charges assigned will be legally proper and just debts and that federal and state regulations have been met by the Creditor.
 - B. Creditor understands that EAU/CSD must comply with the Fair Debt Collections Practices Act and in doing so must rely in part on the representations of the Creditor as to the amount of the account.
 - C. Creditor will mark accounts on their system so as to identify all accounts assigned to EAU/CSD for collection.
 - D. Creditor will promptly report any and all payments from debtors or third parties on assigned accounts.
 - E. Creditor will promptly notify EAU/CSD of any notices of Bankruptcy and will further provide information regarding any workman's compensation claim. Creditor will not place any account for collection that is reported to be in a bankruptcy.
 - F. Creditor grants and conveys to EAU/CSD the right of endorsement in clearing drafts and checks for collection.
 - G. Creditor will pay EAU/CSD amounts due to EAU/CSD not previously received from amounts collected any invoice presented within 30 days of receipt.
 - H. Creditor may withdraw any individual account prior to but not after it has been collected by EAU/CSD. Under no circumstances will Creditor withdraw an account where a settlement, payment or adjustment is expected by the debtor or a third party. Accounts placed that have already been paid prior to assignment of the account will be charged a 15 percent (15%) fee, of the amount paid.
 - I. Creditor agrees to pay EAU/CSD's contingent fee regardless of the source of payment, whether from the Consumer Debtor, his representative or any third party, (Medicare, Medicaid, FEMA, Workers' Compensation, Blue Cross/Blue Shield, also including receiving payments regarding uncompensated care charges that may result from a natural disaster, Commercial Carrier, Attorney Letter of Guarantee, Consumer Credit Counseling Service, etc.) And whether payment is made directly to Creditor or EAU/CSD.

- J. This agreement may not be assigned by EAU/CSD without the express written consent of Creditor.
- K. EAU/CSD shall receive a contingency fee of amounts collection from assigned accounts under this agreement as follows: (a) 40% for accounts assigned within one year of delinquency and (a) 50% for accounts assigned after one year of delinquency, accounts with a principal balance less than \$175 and accounts where incorrect addresses were provided by creditor.
- L. Creditor will inform their staff on all working conditions of this agreement with EAU/CSD.
- M. Accounts requiring legal action must have assignments or written authorization from the creditor.
- N. If and when creditor request a mass cancellation of accounts placed with EAU/CSD Creditor will submit a list of accounts in question with current balances at time of request.
- O. In the event of a mass cancellation of accounts placed with EAU/CSD by creditor or termination of this agreement by creditor, EAU/CSD shall retain accounts which:
 - 1. Are paying, have agreed upon payment installment arrangements; have promises to pay.
 - 2. Have insurance payments pending.
 - 3. Have approved proposals for Consumer Credit Counseling Service
 - 4. Have attorney Letters of Guarantee.
 - 5. Are in closed border states, as required by state law these accounts will be forwarded directly to pre-selected network agencies for collection, at no additional cos to Creditor.
 - 6. When EAU/CSD has the account on a signed note.
 - 7. Are placed on hold per creditor's request.
- P. Because of the Fair Debt Collections Practices Act, creditor agrees to respond to debtors request for itemized statements within five (5) days.

3. The parties agree that this contract shall renew itself from year to year on the same terms and conditions, unless or until one party shall give to the other a 30 day written notice of termination. In the event of termination by EAU/CSD, all funds due to Creditor and all accounts assigned for collection shall be transferred to Creditor within fifteen days.

Agreed to this _____ day of _____, 2017.

E. A. UFFMAN & ASSOCIATES, INC.
CSD COLLECTION SPECIALIST

CITY OF HAMMOND

By: _____
Vice President, Sales and Marketing

By: _____



NEW CLIENT ACCEPTANCE FORM
OR RATE CHANGE

THIS FORM MUST BE COMPLETELY FILLED OUT FOR EACH NEW CLIENT
SO THERE IS NO MISUNDERSTANDING

DATE:

CLIENT'S COMPLETE NAME:

ASSIGNED CLIENT NUMBER: E-MAIL ADDRESS:

MAILING ADDRESS:

PHONE NUMBER: FAX NUMBER:

CONTACT PERSON IN CLIENT'S OFFICE:

COMMERCIAL ACCOUNT FEE SCHEDULE

[X] Utilities 40% within 1 year of delinquency/50% over 1 year
50% under \$175.00/ 50% incorrect address Client initial:

One time \$50.00 Client Set Up Fee (make checks payable to E A Uffman & Assoc)

VICE PRESIDENT, SALES AND MARKETING: DATE:

CLIENT SIGNATURE: DATE:

EAU/CSD APPROVED BY: DATE:

DATA PROCESSING ACCEPTANCE: DATE:

MANAGER INITIALS:

PO Box 77679, Baton Rouge, LA 70879
225-922-3930

** THANK YOU FOR CHOOSING EAU/CSD COLLECTIONS **