# **Collection of Accounts Receivable Policy No. 05.13**

### **Guideline Area**

**Business and Finance Policy** 

## **Purpose**

The purpose of this policy is to establish the process regarding collection of accounts receivable at Tennessee State University (TSU or University)

#### **Definitions**

 Disposable earnings - means that part of the earnings of an individual remaining after the deduction from those earnings of any amounts required by law to be withheld.

# **Policy**

#### I. General

- A. This policy applies to the collection of all accounts and notes receivable by Tennessee State University. The University shall, to the maximum extent practicable, require payment in advance for all services and goods to avoid the creation of receivables.
  - TSU Policy on the Payment of Fees. Requires (with limited exceptions) that all assessed fees be paid in advance by a student before he or she is considered enrolled for any academic term.
  - 2. Types of Receivables. Accounts and notes receivable may be generated from programs and activities including but not limited to:
    - a. Student loan programs;
    - b. Traffic and parking fines;
    - c. Library fines;
    - d. Bad checks;
    - e. Contracts:
    - f. Property rental;
    - g. Damage, loss, or liability to the institution by others; and
    - h. Financial aid adjustments.

- 3. Security Deposits. The University is authorized to require any person to post a deposit or security bond, or provide appropriate insurance to offset potential obligations to the institution arising from programs or activities.
- 4. Statute of Limitations. Pursuant to T.C.A. § 28-1-113, there is no time limit on the University's authority to collect receivables unless otherwise expressly provided by statute.

#### **II.** General Collection Procedures

- A. Billing. Collection efforts should begin no later than thirty days after the obligation has been incurred or other fixed due date.
  - 1. The University may negotiate alternative payment arrangements with debtors when such arrangements offer the best prospect of collecting the debt.
  - 2. An account becomes delinquent based on payment criteria established by the University for the type of debt involved. For example, debts from students may not be classified as delinquent until a student fails to enroll in a subsequent fall or spring semester where the provisions of the "Record Holds" in II.D. below would apply.
- B. Delinquent Accounts. A minimum of three billings or letters of contact shall be sent by the University at thirty-day intervals once an account becomes delinquent.
  - 1. For debts greater than \$100, the third letter should indicate that the account will be referred to a collection agency if payment is not made within a specified date.
  - 2. Sending letters by certified mail is optional.
- C. Defaulted Accounts. Accounts are classified as defaulted when the University's established collection efforts for the type of debt have failed to produce payment.
  - 1. Receivables of \$100 or more shall be referred to a collection agency if the University's collection efforts are unsuccessful.
  - 2. The accounts should be submitted to the agency within a reasonable time after the final collection letter is sent if the debtor has not responded.
  - 3. Referral of accounts under \$100 to a collection agency is not required.
    - a. No additional collection efforts are required for receivables under \$100 except as provided for under the Record Holds (Section II.D) and Employee Receivables (Section III.).

- b. See Section IX. for write/off procedures.
- D. Record Holds. Pursuant to T.C.A. § 49-9-108, diplomas, transcripts, certificates of credit or grade reports will not be issued until the student involved has satisfied all debts or obligations owed to the university.
  - 1. This statutory limitation shall not apply to debts or obligations:
    - a. Of less than twenty-five dollars (\$25.00) that are more than ten (10) years old.
    - b. Evidenced by notes or other written contracts providing for future payment, such as, but not limited to, loans authorized under federal or state education or student assistance acts.
  - 2. An amount owed under the University's installment payment plan for enrollment fees which is not yet due shall not cause a hold to be applied. A notice stating specific amount due should be sent to each student prior to completion of registration.
- E. Enrollment and Outstanding Debts or Obligations. A student must pay any past due debts and obligations incurred in prior academic terms before being permitted to register at the University unless the debt is less than \$100 or an acknowledgement of debt/promise to pay agreement for the prior debt or obligation has been executed
  - 1. Additionally, all known debts and obligations incurred during the current term must be paid prior to a student being allowed to pre-register for any future terms. The University will continue to withhold diplomas, transcripts, certificates of credit or grade reports until the student involved has satisfied all debts or obligations or meet the criteria established in T.C.A. § 49-9-108, as stated in D.1 and D.2, above.
  - 2. An amount owed under the University's deferred payment plan for enrollment fees which is not yet due shall not cause an enrollment hold to be applied.
- F. Aging. All receivables should be aged at least annually.
- G. Documentation. Accurate records of correspondence, telephone calls, and personal contacts with borrowers shall be maintained. Institutions shall comply with record maintenance, safekeeping, and retention regulations for federally funded loans.

# III. Employee Receivables

- A. Procedure for Withholding. Employee receivables (including student employees) may result from, among other things, traffic and parking fines, library fines, institution services or bad checks.
  - In order to recoup the amount owed from the employee's paycheck, notice of intent to withhold must be sent to the employee by registered or certified mail, email, or personally delivered.
    - a. The notice should inform the employee of the amount alleged to be owed and should specify that he may elect to pay the debt in full, authorize deductions from his paycheck or, if the employee is terminating, the check for accrued but unused annual leave, or contest the intent to withhold through an institutional or UAPA hearing.
    - b. Subsequent to receiving a pre-deprivation notice of the debt owing, the employee, within 15 calendar days of receipt of such notice, must:
      - 1. Pay the debt in full;
      - 2. Authorize the University to withhold a designated amount from each subsequent paycheck or, if the employee is terminating, from the accrued but unused annual leave until the debt is paid in full;
      - 3. Elect to contest the intent to withhold through an institutional hearing; or,
      - 4. Elect to contest the intent to withhold through a contested case hearing held pursuant to T.C.A. § 4-5-301, et seq.
  - 2. If the employee elects an institutional hearing, the employee shall appear on behalf of himself but is entitled to be advised by counsel.
    - a. The Chief Business Officer or his/her representative, or a representative of the department involved in the debt, shall be present to represent the university.
    - b. The case will be heard before one hearing officer designated to hear all cases on that date.
    - c. The hearing officer must be an individual who is not so closely connected with the collection of the debt that he/she cannot render an unbiased and objective decision on the validity of the debt.
    - d. Such hearing should be held within one week of the decision to elect the hearing.

- e. The hearing officer shall render his/her decision on the validity of the debt. If the debt is ruled valid, the debt shall be deducted from the employee's payroll check beginning at the end of the next appropriate pay period in accordance with deduction schedules.
- f. If the employee elects a UAPA hearing, the Office of General Counsel should be notified immediately.
- g. If the employee refuses to pay, authorize deduction, or specify or waive a hearing process, a UAPA hearing must be initiated.
- h. The employee's failure to appear at either an institutional or UAPA hearing will constitute default, or, if a prima facie case is presented that the debt is owed, it will be deemed valid; the appropriate deductions may then be made.
- i. Additionally, if a UAPA hearing, a Default Order must be issued.
- j. If the employee does not appeal the Default Order, funds may be deducted as specified.
- B. Limitations on Amounts to be Withheld. The deduction from any check shall not exceed the maximum deductible under state garnishment laws.
  - 1. The maximum amount of disposable earnings of an individual for any work week which is subjected to garnishment may not exceed:
    - a. Twenty-five percent (25%) of his disposable earnings for that week; or
    - b. Thirty (30) times the federal minimum hourly wage at the time the earnings for any pay period become due and payable, whichever is less.
  - 2. In the case of earnings from any pay period other than a week, an equivalent amount shall be in effect.
  - 3. These limits are applicable to retirement funds, but are not applicable to checks for accumulated annual leave.
  - 4. Additionally, the above limits do not apply to employee overpayments.
- C. Retirement Funds. If a former employee is found to owe a debt to the state, retirement funds may be utilized to pay off the amount owing to the extent permitted by Tennessee law.
  - 1. The same procedural steps outlined in III.A. for notice and the opportunity for a hearing must be followed.

- 2. Accumulated retirement contributions of a former employee terminated for any reason and for which he has made application, or monthly benefits of a retired employee are subject to withholding to the extent permitted by Tennessee law.
- 3. A copy of the final order resulting from an institutional or UAPA hearing, or a signed waiver of hearing and written agreement of the former employee authorizing deductions should be sent to the director of the retirement system along with a written request to withhold, specifying the reason for the claim and the total amount involved.
- D. Recovery of Overpayments to Employees. Unlike cases in which the employee owes the University money, in instances of overpayments to employees there is no obligation to provide a hearing.
  - 1. The University is obligated, however, to attempt to recoup the funds. The University should advise the employee in writing of the overpayment and the institution's proposed actions to correct the overpayment.
  - 2. The method of repayment will depend upon the amount of the overpayment, the time which has elapsed between the overpayment and its discovery, the hardship which immediate repayment might cause the employee because of amount of current salary and personal expenses, the culpability of the employees in not reporting the overpayment, and the longevity as well as the expectation that the employee will remain in state government until the repayment is completed.
  - 3. If a current employee receives overpayment, the refund may be made in one of the following ways:
    - a. Repayment by the employee by cash or check; or,
    - b. Adjustment of deductions to be made automatically from the employee's paycheck, either with a single deduction or a series of deductions made from each paycheck until the full amount is recovered.
    - c. The amount of partial payments recovered by the latter method should be reasonable and systematic so that full recovery will be completed within the shortest period possible.
  - 4. If overpayment is discovered after the employee terminates employment with the state, an account receivable should be established.

- a. The former employee should be notified of the overpayment, the circumstances of the overpayment and a request that the employee contact the appropriate campus official.
- b. If the employee has not received his final paycheck, the appropriate deduction from that check can be made.
- c. If the final paycheck has been received, negotiations for reimbursement should be initiated.
- d. If repayment cannot be negotiated or collected, the account should be turned over to the collection agency.
- e. In the event collection is not possible, proper write/off procedures should be followed.
- 5. In instances in which the employee has agreed to systematic deduction(s) from his paycheck(s), written authorization from the employee is encouraged.
- 6. The University shall draft forms to document overpayments, the steps taken to recoup same, any negotiated repayment plan, the amounts received, and any write/off of the overpayment.

# IV. Dishonored Payments

- A. Enrollment Fees. Pursuant to the University Policy on the Payment of Fees and Enrollment of Students if any student tenders payment of fees by a check or credit card that is subsequently dishonored by the financial institution, and the payment is not redeemed in cash within the time period specified below, the University has the option to not consider that student enrolled at the institution.
  - At the discretion of the University, the student may be considered enrolled and will be
    assessed the applicable returned check fee, the late registration fee, and will be denied
    grade reports, transcripts and future registration privileges until such dishonored check is
    redeemed.
  - 2. The University has the discretion to allow enrollment when the outstanding obligation is \$200 or less.
  - 3. The University may deny future check writing privileges to students that have paid registration fees with checks that are subsequently dishonored.
  - 4. A student paying enrollment fees with a check that is dishonored must redeem the check within five (5) calendar days from receipt of the notice.

- a. Notice should be sent by the University to the student no more than three (3) working days from receipt of notice of a bad check from the bank.
- b. Notice by certified mail is optional.
- c. The University will have five (5) working days after the expiration of the five (5) calendar days to pursue any additional collection efforts deemed necessary.
- d. Immediately after the five (5) working days, the student will be deleted if the check has not been redeemed in full if that option is selected by the University.
- e. Enrollment fees including returned check fees for students de-enrolled for bad checks should be reversed.
- B. Non-Student or Non-Employee. Any person other than a student or employee who tenders a check for payment for goods or services which is subsequently dishonored shall be given the opportunity to redeem the check and pay the amount due in cash. The person shall be given notice of the dishonored check, sent certified mail, demanding payment within five (5) days.
- C. Collection of Dishonored Checks. A check presented for payment of any goods or services which is subsequently dishonored shall be treated as an account receivable under Section II. Any transactions that have been processed should be reversed when possible and appropriate.
- D. Future Check-Writing. Receipt of one or more bad checks from any person may result in that person becoming ineligible to make payments by check thereafter, or to have any check cashed by the University. A record of individuals who have written bad checks should be maintained.

#### V. Federal Loans

- A. Federal Regulations. Collection officers should be certain that they are consulting the most recent legal authorities concerning Federal loans. These authorities include interpretative materials, issues letters, manuals, Congressional Enactments and Federal Department of Education Regulations.
- B. Pre-Loan Counseling. Federal regulations require the University to conduct entrance counseling to stress the importance of repayment, describe the consequences of default and emphasize the terms of repayment. An individual with Federal Regulations expertise should be available during and after the session to answer questions.

- C. Exit Interview. An individual or group exit interview must be conducted to discuss the borrower's financial responsibilities and to obtain updated information. Exit interview materials may be sent by certified mail to borrowers who do not attend the exit interview.
  - 1. The borrower should be provided with a copy of the note and two copies of the repayment schedule.
    - a. These schedules can be provided either in person or by certified mail.
    - b. The borrower should promptly sign and return one of the schedules to the University.
    - c. A minimum payment of \$30 per month should be required for Perkins Loans made prior to October 1, 1992, \$40 per month for Perkins Loans made after October 1, 1992, and \$15 per month for Health Professions Student Loan (HPSL) and Nursing Student Loan (NSL) programs.
- D. Grace Period Notices. Contact with the borrower should be made during the initial and post-deferment grace periods.
  - 1. For a nine-month grace period, notices are required 90 days, 180 days and 240 days after the grace period begins.
  - 2. For a six-month grace period, notices are required at 90 days and 150 days.
  - 3. The last contact should coincide with the first billing notice.
- E. Billings. A written notice and statement of account should be sent at least 30 days before the first payment is due. If a coupon system is used, coupons should be sent instead of statements. Future statements should be sent at least 15 days before each payment is due.
- F. Late Payments or Delinquent. Three past due notices should be sent beginning when the debt is fifteen days past due. The second notice is sent 30 days from the first notice. A final demand letter should be sent within 15 days of the second past due notice. If all past-due follow-up procedures have failed to elicit a response, a telephone call is required within 30 days of the final demand letter.
- G. Cancellation or Deferments. The University may postpone loan repayments for a 12-month period if the borrower will be providing services eligible for loan cancellation or deferment.
  - 1. Interest does not accrue and the loan is not considered delinquent when in a deferred status.
  - 2. The borrower must request deferment and cancellation status on an annual basis.

- 3. If, at the end of the postponement period, the borrower does not qualify for cancellation or deferment, the postponed payments are due.
- H. Acceleration. The borrower must be given written notice of intent to accelerate at least 30 days in advance. This can be included in the final demand letter.
- I. Federal Loans Not Written Off. Annual collection efforts should be pursued for Federal loans that are not able to be written off or turned over to the U.S. Department of Education.
- J. Perkins Loans. The IRS/ED skip-tracing service should be used for Perkins Loans.

## VI. Collection Agencies

- A. General. The University shall procure collection services through one or more companies.
  - 1. The service should provide for the referral of all types of delinquent accounts and notes from the University to the designated company only after campus collection efforts have been exhausted.
  - 2. The terms of the contract and RFP govern all collection actions.
  - 3. Unless otherwise prohibited by law or regulation, any note, contract or lease which may result in accounts receivable to the University should contain a provision pursuant to which the person will be responsible for the costs of collection and reasonable attorneys' fees in the event of default, and should further provide for the assignment of the account or note to the proper agency.
- B. Billing Services. The University may use an outside billing service to collect payments on accounts receivable. The service should be familiar with all provisions of loan programs and provide prompt, clear and accurate bills.
- C. Credit Bureaus. The University may report all loans when made to a credit bureau. The University must obtain the borrower's consent to report loans not in default by including a statement in the promissory note or some other document that is signed by the borrower at the time the loan is made.
- D. Collection Agency. Accounts that are still delinquent 30 days after the final collection letter should be turned over to a collection agency. Receivables less than \$100 are not required to be turned over to a collection agency.
- E. Reporting Requirements. The collection agency should be required to report the status of delinquent loans periodically to the University.

- F. Revised Repayment Plan. A revised repayment plan agreement should be signed by the borrower if the borrower returns to repayment status.
- G. Recalling Accounts from Collection Agency. No account should be recalled from a collection agency other than debts eligible for deferment, postponement, cancellation, bankruptcy, death, disability or some other mitigating circumstance (University error, etc.).
  - 1. No account should be recalled in order for a borrower to re-enroll or obtain a transcript.
  - 2. The borrower should pay the accelerated amount plus collection costs to the collection agency.

# VII. Litigation

- A. General. After all other attempts at collection have failed, the University must authorize litigation of accounts of \$2,000 or more providing litigation costs do not exceed the amount which can be recovered. Generally, the collection services contract will provide for litigation when appropriate.
- B. Federal Loans. If a Federal loan cannot be litigated for any of the following reasons, it should be assigned to the U.S. Department of Education:
  - 1. Borrower has no assets;
  - 2. Address unknown;
  - 3. Debtor is incarcerated;
  - 4. Debtor is on Public Assistance;
  - 5. Unable to serve borrower with court papers;
  - 6. Litigation is in process and debtor skips;
  - 7. Expected cost of litigation exceeds amount to be recovered from borrower.

## VIII. Bankruptcy

- A. General Information The University shall designate a bankruptcy contact person to serve as a liaison between the University and the Attorney General's office.
  - 1. Once notice of, or a petition for, bankruptcy is received, all collection efforts against the debtor must cease immediately.
  - 2. If the account is at a collection agency, the file must be returned to the University immediately.

- 3. The University should immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form.
- 4. The Attorney General's office will advise the University when and if collection efforts may resume, depending on the debt's dischargeability.
  - a. NOTE: Effective for actions filed on or after 5/28/91, the period during which an educational loan may not generally be discharged will increase from five (5) years to seven (7) years.
  - b. This period is calculated from the date the loan first came due to the date the bankruptcy action was filed, exclusive of periods during which repayment obligations are suspended.
  - c. Additionally, obligations to repay an "overpayment" of, or any other obligation to repay an "educational benefit" provided by a governmental unit or under a program funded by a government unit or non-profit institution will be excepted from discharge during the same seven-year period under either Chapter 7 or 13 unless the borrower establishes that repayment constitutes undue hardship.
- B. Chapter 7 (Liquidation) Upon receiving any notice of the filing of a petition, all collection efforts against the debtor must be suspended immediately until the bankruptcy has been discharged.
  - 1. Collection efforts may continue against an endorser.
  - 2. The University shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form.
  - 3. Educational loans: If the date of bankruptcy filing is after the expiration of the exception period, the loan should be written off once the notice of discharge is received unless there is some other basis upon which to challenge dischargeability.
    - a. The Attorney General's office will contact the University to advise whether the debt is dischargeable.
    - b. However, if there is an endorser, collection efforts may proceed against him.
    - c. If the date of bankruptcy filing is before the expiration of the exception period, collection activity may be reinstated once the notice of discharge is received due to the

- self/executing nature of the exception unless the debtor has been able to establish dischargeability of the debt through an adversary proceeding.
- d. If the University is served with a summons and complaint, the University shall immediately fax to the Attorney General's bankruptcy unit a copy of the Summons and Complaint, the debt payoff amount, the date the note went into repayment, and any deferment and/or forbearance history.
- e. Other debts: The University shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form.

  When the notice states "No assets," unless the institution is a secured creditor (in which case a proof of claim would have been filed), the debt must be written off once the Attorney General's office provides the institution with notice of discharge.

# C. Chapter 13 (Reorganization)

- 1. NOTE: For petitions filed on or after 11/5/90, an educational loan is non-dischargeable if the loan first became due within five years calculated from the date the loan first came due to the date the bankruptcy action was filed, exclusive of periods during which repayment obligations are suspended.
- 2. Effective for bankruptcies filed on or after 5/28/91, that same five (5) year period was increased to seven (7) years. See NOTE above for further details.
- 3. Regardless of the date of filing or the nature of the debt owing, upon receiving any notice of the filing of a petition, all collection efforts against the debtor and endorser must cease immediately.
  - a. The University shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form.
  - b. The Attorney General's office will advise the University whether the debt is dischargeable and the extent to which collection activities may be reinstated.
- 4. If the seven (7) year exception period applies and the debtor serves the University with a summons and complaint the University shall immediately fax to the Attorney General's bankruptcy unit a copy of the Summons and Complaint, the debt payoff amount, the date the note went into repayment, and any deferment and/or forbearance history.

a. Other debts: The University shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form. The Attorney General's office will advise the University as to the dischargeability of the debt.

#### IX. Write Offs

- A. Authority. The University is authorized to write off uncollectible receivables pursuant to policies outlined in Chapter 0620-1-9 of the rules of the Department of Finance and Administration.
  - 1. This includes the write off of any account of five thousand dollars (\$5,000) or greater and/or accounts aggregating twenty-five thousand dollars (\$25,000) or more.
  - 2. Receivables submitted for write off must have been subjected to appropriate collection efforts in accordance with this guideline and University procedures.
- B. Reserve. A reserve for doubtful accounts should be established for activities for which accounts receivable represent a material amount to the activity income.
  - 1. The reserve should be reported in the financial records of the University.
  - 2. Receivables which prove to be uncollectible after prescribed collection efforts have been exhausted should be written off by a charge to the reserve for doubtful accounts after appropriate approvals are obtained.
- C. Approval. The proposed write offs must be approved by University officials not directly involved in recording and collection of accounts receivable.
  - 1. The University president and chief business officer should certify compliance with the prescribed statute and collection guidelines.
  - 2. The accounts submitted for write off should be single accounts of \$5,000 or more and/or accounts aggregating \$25,000 or more. The write off request summary and certification, along with a detailed list of the accounts, should be submitted to the Vice President for Business and Finance for approval.
  - 3. The write off request must be approved by the President and forwarded to the Commissioner of Finance and Administration and the Comptroller of the Treasury for approval

- 4. Requests for the write off of single accounts of less than \$5,000 and/or accounts aggregating less than \$25,000 shall be approved at the University level by the appropriate officials.
  - a. These requests do not require additional approval by the Tennessee Board of Regents office or State Departments.
- D. State/TBR Employees. Any debtors identified by the TBR or State as employees with debts\$50 and above will not be approved for write off.
  - 1. Information on the employing institution or agency will be returned to the institution for additional collection efforts.
  - 2. If the debtor is a state employee, the Chief Business Officer of the department employing the debtor should be notified.
  - 3. The department employing the individual will be responsible for taking the appropriate action to collect the debt.
  - 4. If the department is unsuccessful in collecting the debt, written notification will be sent to the institution. The written notification shall be submitted with the next write off request for approval.
- E. Holds on Written Off Receivables. A hold on transcripts and future registration will continue until the debt is cleared for former students whose receivables were written off if the debt was twenty-five (25) dollars or more.
  - 1. The University has the discretion to allow enrollment when the outstanding obligation is \$200 or less.
  - 2. The University will continue to withhold certificates of credit, diplomas, grade reports, and transcripts for these accounts until they are paid in full or meet the criteria established in T.C.A. § 49-9-108.

# X. Gramm-Leach-Bliley Act Contract Clause

- A. Include the standard language printed below in all future contracts with third party service providers that have access to the University's customers' non-public financial information.
  - 1. "Throughout the term of this Agreement, Service Provider shall implement and maintain 'appropriate safeguards,' as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all 'customer information,' as that term is defined in § 314.2(b) of the

- FTC Safeguard Rule, delivered to Service Provider by the University pursuant to this Agreement.
- 2. The Service Provider shall implement an Information Security Program ('the Program') as required by the FTC Safeguard Rule.
- 3. Service Provider shall promptly notify the University, in writing, of each instance of;
  - a. Unauthorized access to or use of that nonpublic financial customer information that could result in substantial harm or inconvenience to a customer of the University; or
  - b. Unauthorized disclosure, misuse, alteration, destruction or other compromise of that nonpublic financial customer information.
- 4. Service Provider shall forever defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this provision.
- 5. Service Provider shall further agree to reimburse the University for its direct damages (e.g., costs to reconstruct lost or altered information) resulting from any security breach, loss, or alteration of nonpublic financial customer information caused by the Service Provider or its subcontractors or agents.
- 6. Service Provider grants University the right to conduct on-site audits, as deemed necessary by the Institution, of the Service Provider's Program to ensure the integrity of the Service Provider's safeguarding of the University's customers' nonpublic financial information.
- 7. The University retains the right to unilaterally terminate the Agreement, without prior notice, if Service Provider has allowed a material breach of its Program in violation of its obligations under the GLBA, if Service Provider has lost or materially altered nonpublic financial customer information, or if the University reasonably determines that Service Provider's Program is inadequate.
- 8. Within thirty (30) days of the termination or expiration of this Agreement, Service Provider shall, at the election of University, either:
  - a. Return to the University; or
  - b. Destroy (and shall cause each of its agents to destroy) all records, electronic or otherwise, in its or its agent's possession that contain such nonpublic financial

customer information and shall deliver to the University a written certification of the destruction."

# **Related Policies**

• Payment of Student Fees & Enrollment

Approved: June 13, 2019.