

TouchNet Title IV Addendum

This TouchNet Title IV Addendum incorporates the terms and conditions of Client's ASP Agreement, SLP Agreement, OneCard EULA, Master Services Agreement, or other services agreement with TouchNet (the "Existing Agreement"). To document full compliance with evolving U.S. Department of Education regulations, TouchNet and Client hereby amend the Existing Agreement to include this Title IV Addendum:

34 C.F.R. § 668.25 Compliance

Pursuant to Federal Regulation 34 C.F.R. § 668.25, TouchNet agrees, in connection with any services performed by TouchNet that are reasonably deemed to be "Third Party Servicer" activities:

- (A) Comply with all statutory provisions of, or applicable to, Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the Higher Education Act;
- (B) Refer to the Office of Inspector General of the Department of Education for investigation of any information indicating there is a reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with its administration of any Title IV, Higher Education Act program or an applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with the applicant's application. Examples of other types of information that must be referred are: (a) false claims by the University for Title IV, Higher Education Act program assistance; (b) false claims of independent student status; (c) false claims of citizenship; (d) use of false identity; (e) forgery of signatures or certification; (f) false statements of income; and (g) payment of any commission, bonus, or other incentive compensation based upon success in securing enrollments or the award of financial aid to any person or entity engaged in student recruitment or admission activity or the award of Title IV, Higher Education Act program funds;
- (C) Be jointly and severally liable with Customer to the Secretary of the Department of Education for any violation by TouchNet of any statutory provision of, or applicable to, Title IV of the Higher Education Act, any regulatory provision prescribed under that statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act;
- (D) If TouchNet disburses funds (including funds received under Title IV, Higher Education Act programs) or delivers Federal Direct Loan program proceeds to a student, TouchNet will confirm with the University the eligibility of the student before making that disbursement or delivering those proceeds, and will return Title IV, Higher Education Act funds if required when a student withdraws; and
- (E) If TouchNet or the University terminates the contract, or if TouchNet stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to the University (i) all records in TouchNet's possession pertaining to the University's participation in the program or programs for which services are no longer provided; and (ii) funds, including Title IV, Higher Education Act program funds, received from or on behalf of the University or the University's students, for the purpose of the program or programs for which services are no longer provided.

Pursuant to Federal Regulation 34 C.F.R. § 668.25, if the University participates in a Title IV, Higher Education Act program, the University agrees to notify the Secretary of the Department of Education within ten (10) days of the date that:

- (A) Customer enters into a new contract or significantly modifies an existing contract with TouchNet to administer any aspect of that program;
- (B) Customer or TouchNet terminates all or any portion of the agreement to administer any portion of that program; or
- (C) If TouchNet stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. Customer’s notification must include the name and address of TouchNet.

If Client contracts with TouchNet to administer any aspect of Customer’s participation in a Title IV, Higher Education Act program, it shall provide to the Secretary of the Department of Education, upon request, a copy of the agreement for the administration of that program, including any modifications, and provide information pertaining to the contract or to TouchNet’s administration of Client’s participation in any Title IV, Higher Education Act program. TouchNet’s primary physical address is 9801 Renner Road, Suite 150, Lenexa KS 66219. Adam McDonald is the President of TouchNet, [REDACTED]

Customer:

By: David Bea
Signed: 3/1/2024

Name: David Bea

Title: Executive Vice Chancellor,
Finance and Administration

Date: _____

TouchNet Information Systems, Inc.

By: Adam McDonald

Name: Adam McDonald

Title: President

Date: December 13, 2023



External FAQ for DoE Guidance on Third Party Servicers

Background

On February 15, 2023, the Department of Education (DoE) released a Dear Colleague Letter regarding the Requirements and Responsibilities for Third-Party Servicers (TPS) and Institutions. The letter provides updated guidance to schools that contract with a third-party servicer (TPS) to administer any aspect of the school's participation in the student assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended.

Questions

Q: Where can I find a copy of the Dear Colleague Letter?

A: [Here](#) is the first Dear Colleague Letter dated February 2023 and [here](#) is the second letter dated May 2023 providing additional guidance.

Q: When is this updated guidance effective?

A: The initial Dear Colleague Letter states that it is effective immediately. However, the Update to Third-Party Servicer Guidance states that the updated effective date of September 1 has also been postponed and they will be announcing a new effective date.

Q: What TouchNet services are going to be subject to the TPS requirements?

A: We are still working through this, but at least preliminarily, we believe Bill+Payment refunding services (also known as eRefunds) are in scope.

Q: Does my school need to take any action?

A: To the extent you have not already done so, you should notify the Department of Education that TouchNet is one of your Third Party Servicers. Per Department of Education guidance, institutions are required to notify the Department within 10 days of the date it enters into, modifies, or terminates a contract with a servicer to administer any aspect of its participation in the Title IV programs.



Q: What action is TouchNet taking?

A: TouchNet has filed a Third Party Servicer Data form with the Department of Education. TouchNet is updating your contract to comply with the Title IV regulations. TouchNet is also undergoing an additional audit, as required by the Title IV regulations.

Q: Why am I just hearing from TouchNet now on this?

A: After issuance of the February 15 Dear Colleague letter, TouchNet reevaluated its refund programs and determined that it would be a best practice to proactively register with the Department of Education as a Third Party Servicer, as a sign of our commitment to the highest standards of compliance for our services.

Q: When does the amendment need to be completed and returned?

A: The amendment is being sent to you via DocuSign and should be signed and returned as soon as possible, but no later than February 9, 2024.

Record of Signing

A handwritten signature in black ink, consisting of three stylized, connected characters that appear to be 'D', 'D', and 'E'.

Signed on 2024-03-01 21:56:25 GMT

Secured by Concord™
DocumentID: 02vsWPovr9XgUiCio0cLUC
SigningID: 02vsWPovl6pNCuMy195kWF
Signing date: 3/1/2024
IP Address: 71.228.156.171
Email: dbea@pima.edu