



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5390

This contract entered into this 14th day of January 2019, by General Revenue Corporation, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:


SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From January 14, 2019 through January 13, 2021 with three (3) two-year renewal options.


The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal LBS-997 dated June 22, 2018:
 - (a) The Statement of Needs;
 - (b) The General Terms and Conditions;
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One dated July 13, 2018;
 - (e) Addendum No. Two dated July 23, 2018;
 - (f) Addendum No. Three dated August 3, 2018;
 - (g) Addendum No. Four dated August 13, 2018.
- (3) The Contractor's Proposal dated August 17, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated January 7, 2019.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: 
(Signature)
Zenon Butts
(Printed Name)

Title: Vice President

PURCHASING AGENCY:
By: 
(Signature)
LeeAnne Beatty Smith
(Printed Name)

Title: Buyer Senior, JMU



**RFP # LBS-997, Collection Services
Negotiation Summary for General Revenue Corporation**

January 7, 2019

1. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# LBS-997.
2. Contractor's pricing schedule is as follows:
 - a. All Accounts regardless of type of account and/or placement (*to include accounts that have received a judgement prior to placement*): 18% collection fee of total amount collected. This percentage shall not be increased for the life of the contract.
 - b. There shall be no litigation provided on accounts placed by VASCUPP institutions.
 - c. Contractor shall provide one (1) free 30-day pre-collect period on all accounts placed. The pre-collect period is defined as a time period beginning upon placement of a VASCUPP account where the Contractor shall immediately send a demand letter to the debtor and payments received from debtor(s) during this time period shall not incur a collection fee by the Contractor.
 - d. The collection fee shall be the sole compensation paid for collection services. There shall be no additional charges allowed.
3. Contractor shall ensure that all checks and ACH debtor payments clear prior to remitting funds to the Purchasing Agency.
4. Contractor shall maintain the ability to report to a minimum of one (1) national credit bureau (*for non-Perkins placements*) and shall make all necessary corrections when an account is reported in error. Purchasing Agency's reserve the right to determine the minimum number of days and/or the minimum dollar amount for accounts that will be reported to a credit bureau.
5. Contractor shall allow the Purchasing Agency to determine the timeframe in which accounts that meet certain criteria are automatically returned to the Purchasing Agency.
6. Contractor shall provide debt collection services based on the state where the contract between the debtor and Purchasing Agency was entered. For VASCUPP Purchasing Agencies, Contractor shall collect student paid collection fees based upon the Code of Virginia.
7. Contractor agrees that in the event the law requires an "agreement" between the debtor and Purchasing Agency in order to add collection costs, the Contractor shall accept the following as acceptable "agreements":
 - a. Express written agreement
 - b. Promissory note
 - c. Electronic signature



**RFP # LBS-997, Collection Services
Negotiation Summary for General Revenue Corporation**

January 7, 2019

- d. Online acknowledgement (click thru)
- e. Language posted online along with student handbooks and catalogs informing students of collections costs being added to debt collection.
- 8. Contractor agrees that each Purchasing Agency shall be treated as a separate client in terms of monies and data management.
- 9. Contractor shall work with the Purchasing Agency's Billing Agent for Perkins Loan collections with all Perkins Loan debt remitted directly to the designated Billing Agent.

Proposal for:

James Madison University

Collection Services

RFP# LBS-997



Due: August 21, 2018 by 2:00 p.m. ET

PDF Version

Submitted by:



4660 Duke Drive, Suite 300, Mason, Ohio 45040
(513) 469-1472 • GeneralRevenue.com





August 17, 2018

Ms. LeeAnne Beatty Smith, Buyer Senior
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building, First Floor, Suite 1023
Harrisonburg, VA 22807

Re: RFP# LBS-997 – Collection Services

Dear Ms. Smith and Members of the Evaluation Committee:

Enclosed is General Revenue Corporation's (GRC's) response to **James Madison University (the University) RFP for RFP# LBS-997 – Collection Services**. GRC is pleased to offer this proposal to demonstrate to the University that we will deliver "best value" results by maximizing collection of delinquent funds while treating debtors with dignity and respect. We look forward to developing a long-term, successful partnership with the institutions of higher education known as VASCUPP.

GRC is one of the most significant student loan and accounts receivables collection agencies in the country, possessing the expertise to fulfill the University's debt recovery needs. **As a testament to this, in 2017 GRC managed over 194,000 higher education accounts valued at more than \$1.5 billion in aggregate.**

GRC manages a broad client base, but we consider each partnership unique, and we work diligently to meet the needs of all our client partners. GRC's goal is to assist every client to achieve their debt collection goals while ensuring complete debtor satisfaction with GRC.

GRC's foundation will always be our dedicated employees and their willingness to embrace accountability, high-performance standards, new ideas, and belief in limitless opportunities. Our corporate philosophy will govern all interactions with debtors:

*To require debtors to pay in a manner consistent with their ability to repay their debt,
to ensure human rights and dignity of the debtor are kept in mind, and
to ensure no unreasonable demands are made or implied.*

In closing, we thank James Madison University for this opportunity to respond to your RFP. We look forward to the possibility of a long and successful partnership. If you have any questions or require additional information regarding GRC's response or services, please feel free to contact Sue Jaquish, Director of Sales-East Region, at (800) 836-1099 or via email at Sue.Jaquish@GeneralRevenue.com

GRC's proposal and required attachments have been signed by an authorized company representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Zenon Butts", is written over a horizontal line.

Zenon Butts, Vice President

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RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
RFP Cover Sheet and Addenda Acknowledgements	1 RFP Cover Sheet and Addenda Acknowledgements	Page 5
I. Purpose	Acknowledged	
II. Background	Acknowledged	
A. VASCUPP		
B. George Mason University		
C. James Madison University		
D. Longwood University		
E. Old Dominion University		
F. Radford University		
G. University of Mary Washington		
H. University of Virginia		
I. Virginia Commonwealth University		
J. Virginia Military Institute		
K. Virginia Polytechnic and State University		
L. The College of William & Mary		
III. Small, Woman-Owned and Minority Participation	4 Small Business Subcontracting Plan (Attachment B)	Pages 83-85
IV. Statement of Needs	2.A Contractor Responsibilities	Pages 7-9
A. The Contractor shall be responsible for the following:		
<ul style="list-style-type: none"> Providing collection services to the VASCUPP institution in accordance with all regulations and laws to include, but not limited to, the following: <ul style="list-style-type: none"> Federal Regulations for Perkins loans Fair Debt Collection Practice Act Virginia Debt Collection Act (§ 2.2-4800 et seq.), Consumer Credit Protection Act National Defense Education Act of 1958, Title II, Public Health Service Act Titles VII and VIII, Gramm-Leach-Bliley Act 	2.A Contractor Responsibilities	Page 7

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
<ul style="list-style-type: none"> Maintaining licenses as required by law, and in states necessary, to provide collection services. Undertaking the collection of all accounts referred by the VASCUPP institution without regard to the amount. Accepting cancellations, deferments, or postponements for any referred collection and Contractor agrees that no fees shall be charged to the VASCUPP institution in this event. The VASCUPP institution reserves the right to request the return of an account for any reason. Maintaining detailed and accurate accounting ledgers of all collected and disbursed monies throughout the contract period and providing a detailed accounting report at any time upon request by the VASCUPP institution. Providing a copy of the firm's Attestation Audit Letter annually to the VASCUPP institution. Remitting to the VASCUPP institution each month the net total of funds collected (after debtor check payments have cleared) in the previous month, with the exception of the funds collected for Federal Perkins Loans. Federal Perkins Loan account collections shall be remitted directly to the billing agent designated by the VASCUPP institution. The VASCUPP institution agrees to remit collection fees to Contractor in the event payments are made directly to the institution or the Billing Agent. Reporting to a minimum of one (1) national credit bureau each account referred by the VASCUPP institution, 	2.A Contractor Responsibilities	Page 7
	2.A Contractor Responsibilities	Page 7
	2.A Contractor Responsibilities	Page 7
	2.A Contractor Responsibilities	Page 8
	2.A Contractor Responsibilities	Page 8
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	2.A Contractor Responsibilities	Page 8

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
<p>with the exception of Federal Perkins loans (Federal Perkins loans are reported to the credit bureau by separate loan billing agents). The accounts shall be placed with a credit bureau within sixty (60) days of placement with the Contractor. Contractor will make the necessary corrections when an account is reported in error.</p> <ul style="list-style-type: none"> • Designating a primary point of contact for the VASCUPP institution and provide a toll free phone number for debtors. • Maintaining a fidelity bond that names the Commonwealth of Virginia as the beneficiary in the amount of one hundred thousand (\$100,000) dollars throughout the term of the contract. • Submitting a report with each monthly remittance check that includes the following information at a minimum for each account: <ul style="list-style-type: none"> o Name of the debtor o Account number o Date of payment by the debtor o Payment amount o Total amount paid for collection services o Total amount paid to VASCUPP institution <p>B. The Contractor <u>shall not:</u></p> <ul style="list-style-type: none"> • Have authority to file suit on any account referred by the VASCUPP institution. • Settle any account balance or agree to a compromise without the prior written agreement of the VASCUPP institution. • Share in funds collected by the VASCUPP institution as a result of exercising authority for the 	<p>2.A Contractor Responsibilities</p> <p>2.A Contractor Responsibilities</p> <p>2.A Contractor Responsibilities</p> <p>2.B Contractor Restrictions</p> <p>2.B Contractor Restrictions</p> <p>2.B Contractor Restrictions</p> <p>2.B Contractor Restrictions</p>	<p>Page 9</p> <p>Page 9</p> <p>Page 9</p> <p>Page 10</p> <p>Page 10</p> <p>Page 10</p> <p>Page 10</p>

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
Commonwealth Debt right of set-off granted by the Code of Virginia. The VASCUPP institution will notify the Contractor of any set-off monies received.		
<ul style="list-style-type: none"> Refer an account placed with the Contractor to another collection agency without prior approval by the VASCUPP institution. Perform services on an account that is subject to bankruptcy proceedings. The Contractor shall notify the VASCUPP institution immediately in writing of any bankruptcy notices. 	2.B Contractor Restrictions	Page 10
	2.B Contractor Restrictions	Page 10
C. The Contractor <u>shall not:</u>	2.C Contractor Requirements	Pages 11-80
1. Describe in detail the types of accounts for which your company performs and provides debt collection services.	2.C.1 Types of Accounts	Page 11
2. Describe the standard methodologies employed to maximize the collection of account receivables. Include the minimum number of telephone calls to debtors and the maximum number of telephone calls to debtors.	2.C.2 Standard Methodologies	Page 11
3. Describe any differences in your firm's processes for 1st placement recovery services vs 2nd placement recovery services.	2.C.3 First Placement Recovery Services vs Second Placement Recovery Services	Page 12
4. Describe communication process with debtors. Provide examples of templates used.	2.C.4 Communication Process	Pages 12-14
5. Describe in detail the proposed approach (work plan) for performing and providing collection services and for communicating with the VASCUPP institution in regards.	2.C.5 Proposed Approach (Work Plan)	Pages 15-40
6. Provide an example of the remittance report that will be included within each payment to the VASCUPP institution.	2.C.6 Remittance Report	Pages 40-41

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
7. Describe how cancelled, postponed, or deferred accounts will be handled.	2.C.7 Handling Cancelled, Postponed, Deferred Accounts	Page 42
8. Specify all options/methods of placing accounts (e.g., paper, email, fax, secure website, etc.)	2.C.8 Account Placement Options/Methods	Page 42
9. Describe your firm's process for remaining compliant with all current laws and regulations.	2.C.9 Laws and Regulations Compliance	Pages 42-52
10. Provide a copy of your firm's most recent federally required Student Financial Assistance compliance (attestation) audit letter.	2.C.10 Student Financial Assistance Compliance Audit Letter	Page 53
11. Discuss your firm's compliance with the Federal Fair Debt Collection Practices Act (FDCPA). Specify any areas of previous non-compliance and corrective actions taken.	2.C.11 Federal Fair Credit Debt Collections Practices Act (FDCPA) Compliance	Page 53
12. The Contractor shall comply with the Gramm-Leach Bliley Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty, and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information. Provide a copy of your firm's Gramm-Leach-Bliley Act Safeguard Policy and describe how your firm maintains best industry practices as it relates to compliance with this act.	2.C.12 Gramm-Leach Bliley Act Compliance	Pages 53-55
13. Specify if your firm rules on the Code of Virginia for collection fee regulations or the codes of the residing state of the debtor.	2.C.13 Code of Virginia – Collection Fee Regulations	Page 55
14. Describe your firm's process for reporting referred accounts (with the exception of Federal Perkins Loans) to national credit bureau(s). Describe the process for making	2.C.14 National Credit Bureau Reporting	Pages 55-56

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
necessary corrections when an account is reported in error.		
15. Describe how your firm will work with Billing Agents that are responsible for Perkins Loan Payments.	2.C.15 Perkins Loan Billing Agents	Pages 57
16. Describe your firm's cash-handling procedures and controls.	2.C.16 Cash-Handling Procedures and Controls	Pages 57-58
17. Describe in detail your firm's process in the event a Non-Sufficient Funds (NSF) check is returned from a debtor's payment.	2.C.17 Non-Sufficient Fund (NSF) Process	Page 58
18. Describe your process of pursuing collections on accounts that are disputed by either the debtor or the debtor's attorney.	2.C.18 Collections on Disputed Accounts	Pages 59-60
19. Describe in detail the administrative services and support services (to include automated support/collection software) provided.	2.C.19 Administrative and Support Services	Pages 60-62
20. Describe the process and timeline for returning unpaid accounts to the VASCUPP institution.	2.C.20 Returning Unpaid Accounts	Page 62
21. Describe how your firm would handle the transition from another Contractor to your firm. Identify issues to be addressed and describe the steps your firm would take to minimize the impact on the VASCUPP institution.	2.C.21 Transition	Pages 63-65
22. Describe in detail all reports that will be provided to the VASCUPP institution and the frequency for providing them. Submit a sample of each standard report.	2.C.22 Reports	Pages 66-68
23. Describe how different types of accounts will be classified for reporting purposes.	2.C.23 Account Classification	Page 68
24. Describe your company's ability to customize reports and reporting timelines at the VASCUPP institution's request.	2.C.24 Customize Reports and Report Timelines	Page 69

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
25. Describe how your firm can assist VASCUPP institutions with the Fiscal Operations Report and Application to Participate (FISAP).	2.C.25 Fiscal Operations Report and Application to Participate (FISAP) Assistance	Page 69
26. Describe your firm's ability and qualifications to provide international collection services.	2.C.26 International Collections Services	Page 69
27. Provide the names of any professional organization that your firm belongs to.	2.C.27 Professional Organizations	Pages 69-72
28. Specify if your firm has been purchased/merged within the last five years. Specify any plans to purchase or merge with another company.	2.C.28 Company Purchased/Merged	Page 73
29. Specify if your firm has been cited for any audit exceptions within the last five years. If so, provide dates, reasons, and resolution for each exception.	2.C.29 Audit Exceptions Citing	Page 73
30. Specify if your firm has had or has any litigation issues. If so, provide dates, reasons, and resolution for each issue.	2.C.30 Litigation Issues	Page 73
31. Describe your business structure to include the relationship between any parent company and subsidiaries. Specify any business relationships with loan billing agents.	2.C.31 Business Structure	Page 73
32. Describe your firm's qualifications and experience in providing collection services to institutes of higher education. Provide the contact information and qualifications of the person who will be the primary point of contact to VASCUPP institutions.	2.C.32 Qualifications and Experience	Page 74
33. Provide an overview of your firm's financial status to include financial statements, bank references, Dun & Bradstreet or equivalent rating, and any other information that is	2.C.33 Financial Status	Pages 75-76

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
relevant to your firm's financial stability and solvency.		
34. Provide three (3) references of higher education institutions where your firm currently provides collection services. Each reference should include name of the institution, a brief summary of the scope, mailing address, and the name and contact information of a primary contact person.	2.C.34 Higher Education References	Pages 76-77
35. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts, including quantitative data. Provide an explanation for how calculations were determined.	2.C.35 Success Rate	Page 78
36. Describe your firm's ability to work with and accommodate the different needs of various VASCUPP institutions (remittance timelines, inactive account returns, payment processes, etc).	2.C.36 Ability to Manage Various VASCUPP Institutions	Page 78
37. Describe all methods for processing payments from debtors.	2.C.37 Payment Processing Methods	Pages 78-79
38. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site: a. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements. b. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC). c. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.	2.C.38 Card Holder Data	Page 80

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
V. Proposal Preparation and Submission	Acknowledged	
A. General Instructions		
V. Proposal Preparation and Submission	Acknowledged	
B. Specific Proposal Instructions		
1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.	1 RFP Cover Sheet and Addenda Acknowledgements	Page 5
2. Responses to Section IV. Statement of Needs of this RFP.	2 Responses to Section IV. Statement of Needs	Pages 7-80
3. Offeror Data Sheet, included as Attachment A to this RFP.	3 Offeror Data Sheet (Attachment A)	Page 81
4. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.	4 Small Business Subcontracting Plan (Attachment B)	Pages 83-85
5. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org .	5 VASCUPP Sales	Page 87
6. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.	6 Proposed Cost	Page 89
VI. Evaluation and Award Criteria	Acknowledged	
VII. General Terms and Conditions	Acknowledged	
VIII. Special Terms and Conditions	Acknowledged	

Cross Reference Table (Continued)

RFP Requirement	GRC Proposal Section/Acknowledgement	Proposal Response Page(s)
IX. Method of Payment	Acknowledged	
X. Pricing Schedule	6 Proposed Cost	Page 89
XI. Attachments	3 Offeror Data Sheet (Attachment A)	Page 81
A. Offeror Data Sheet		
XI. Attachments	4 Small Business Subcontracting Plan (Attachment B)	Pages 83-85
B. SWaM Utilization Plan		
XI. Attachments	Acknowledged	
C. Sample of Standard Contract		

EXECUTIVE SUMMARY

General Revenue Corporation (GRC) congratulates James Madison University (University) on recognizing the value of engaging outside collection partners to return revenues to the University and help reduce the number of outstanding receivables that is associated with a rise in the student population. GRC is the preeminent higher education sector debt recovery firm with a 36-year history performing collections on behalf of colleges and universities with more than 700 campus clients – including clients in Virginia and surrounding states. We are highly skilled and experienced at recovering similar debt types that will be assigned for collections by Virginia Association of State and College and University Purchasing Professionals (VASCUPP) Institutions. We routinely evaluate and enhance our recovery processes and methodologies to ensure we perform at the highest level, so our clients can focus on their core competencies of academic excellence.

The University's Needs

It is imperative the University engages a collection partner that has mission aligned philosophies that includes collecting debts ethically, treating each borrower with the utmost professionalism, dignity, and respect, and adhering to collection laws, regulations, and contract terms. GRC has a rich history of producing the highest liquidation yields compared with our industry peers, preserving the critical relationship with former students (for reenrollment and alumni giving in the future), and managing compliance risks for our college and university clients. GRC understands the customer service we provide former students reflects upon the University; therefore, we foster positive relationships with each borrower and identify the best resolution for delinquent accounts. Our goal is to help the University achieve continued growth and its development objectives.

GRC's Qualifications

GRC is uniquely qualified to be the University's outsourced debt recovery partner as we will bring to bear our industry leading debt collection solution to offer the best value to the University. GRC will meet and exceed the University's goals set forth in this procurement through disciplined operational execution with a technology enabled solution within a compliance framework that is described, in detail, throughout our proposal.

Level of Performance

GRC understands that the University seeks to increase recovery rates on delinquent borrower accounts. We will maximize recoveries to the University by employing our proven, full-service collection approach for Federal Student Loans, Institutional Loans, Nursing Loans, Health Professional Loans, Institutional Loans, Tuition & Fees, residence life and dining services, and other miscellaneous accounts receivable on behalf of James Madison University. Our collection approach is summarized below and described throughout this proposal.

GRC's Full-Service Collections Approach

- **Specialized collection teams dedicated to the nuanced collection of each specific debt type**
 - Accounts Receivable team
 - Perkins Loan team
 - Perkins Loan Cohort team
- **State-of-the-art technology enabled collection solution**
 - Ontario Systems Flexible Automated Collection System (FACS®) is our system of record that stores accurate records of accounts and collection activity, with data fields mapped to the University's placement file, and updated in real time
 - Integrated Genesys® automated dialing system maximizes contacts and ensures compliance
 - Secure website portal allows the University to review its accounts and portfolio activity in real time
 - Online reports, customized reporting, and forecasting capabilities
- **Proprietary skip tracing engine produces maximum leads**
 - Updated borrower location information is uploaded to the FACS® collection system and reported to the University
- **Culture of compliance**
 - Compliance framework includes routine audits of business operations, call monitoring and recording, and best-in-class data security protocol that mitigates risk for the University
 - Annual regulatory compliance recertification is required for each GRC employee for continued employment
- **Multiple options for account resolution**
 - Specialized agents are experts at identifying the best account resolution for each borrower situation, leveraging options like payment agreements, loan consolidation, and rehabilitation
 - New hire classroom and simulation training with refresher coursework for tenured collection staff promotes quick account resolution and ethical collections (treating each borrower with the utmost respect, compassion, and dignity)

Upon award, the University will be assigned a dedicated GRC Client Services Representative (CSR) who will serve as the single point of contact liaison, oversee the University engagement, and perform critical client relation functions. The University will enjoy a concierge style client service experience as its dedicated CSR will:

- Work with the University to determine reporting, forecasting, and file sharing needs during Contract Implementation and Onboarding
- Quickly respond to questions and requests for information throughout the engagement
- Communicate critical information and performance results

Compliance with State and Federal Law, Regulations, and Contract Terms

GRC's relationship with our parent company, Navient Corporation (Nasdaq: NAVI), affords us the financial stability, compliance framework, and IT and data security infrastructure of a \$3.5 billion market cap financial services company – all of which will be brought to bear on behalf of the University. Our Compliance Management System (CMS) ensures compliance with federal, state, and local laws, regulations, and ordinances. The CMS is built on a Three Lines of Defense framework – an industry best-practice approach to quality and compliance.

The Three Lines of Defense establishes clear policies and procedures at each level within the organization to ensure that compliance controls are routinely updated and that regulatory changes are communicated to staff, included in training materials, and implemented at all levels.

As part of the CMS, the Quality Assurance (QA) team will proactively and routinely review the University's accounts to ensure compliance and adherence to contract terms. In 2017, the QA team completed more than 6,600 reviews encompassing more than 75,000 accounts.

GRC leverages other powerful resources while collecting the University's delinquent debt, including the following:

- **Financial strength unparalleled in the collections industry**
 - GRC, through the affiliation of our parent company, Navient Corporation, is the most well capitalized firm in the accounts receivable management industry
 - Navient is an S&P Company with \$300 billion under management and \$130 billion in assets
 - Our Financial Statements are provided as an attachment
- **Corporate Information Security Program (CISP)**
 - Meets the federal government's data security protocols
 - Our 22,000 square foot Production Data Center located in Fishers, IN is backed up by a 5,500 square foot Recovery Data center in Ashburn, VA – separated by 600 miles – which ensures uninterrupted service during localized disasters
- **Proven skip tracing tools and techniques**
 - Proprietary skip trace "waterfall" produces the most current demographic updates for borrowers by systematically interrogating various third-party data bases

History

GRC was incorporated in November 1981 with the sole purpose of collecting delinquent higher education debt on behalf of colleges and universities. We are the industry's preeminent education debt collection firm that performs recovery services on behalf of public, private, and private-sector colleges and universities, student loan guarantors, and state attorneys general. GRC has 36 years of experience collecting educational debt with differentiated expertise supported by a compliance framework with a complete understanding of federal, state, and local laws and regulations.

Summary

GRC delivers superior recovery performance at an excellent value. We operate with the highest ethical integrity supported by a compliance framework with established policies, procedures, and controls to ensure adherence to laws, regulations, and contract terms.

We will work with the University to meet all its requirements, including customized reporting, net invoice statements, and increased account resolutions.

GRC looks forward to establishing a long-standing mutually beneficial partnership with James Madison University.

GRC's Director of Sales, Sue Jaquish, will be the trusted advisor and liaison to the University during the initial award period and throughout the contract period.

Thank you for your consideration.

1 RFP COVER SHEET AND ADDENDA ACKNOWLEDGEMENTS

REQUEST FOR PROPOSAL **RFP# LBS-997**

Issue Date: 6/22/18
Title: Collection Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on August 16, 2018 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

General Revenue Corporation

4660 Duke Drive, Suite 300

Mason, OH 45040

By: 

(Signature in Ink)

Name: Zenon Butts

(Please Print)

Date: August 17, 2018

Title: Vice President

Web Address: www.GeneralRevenue.com

Phone: (513) 605-7412

Email: Zenon.Butts@GeneralRevenue.com

Fax #: (888) 287-0640

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ZB #2 ZB #3 ZB #4 ZB #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Rev. 5/4/18 LMF

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2 RESPONSES TO SECTION IV. STATEMENT OF NEEDS

2.A CONTRACTOR RESPONSIBILITIES

A. Contractor shall be responsible for the following:

- Providing collection services to the VASCUPP institution in accordance with all regulations and laws to include, but not limited to, the following:
 - Federal Regulations for Perkins loans
 - Fair Debt Collection Practice Act
 - Virginia Debt Collection Act (§ 2.2-4800 et seq.)
 - Consumer Credit Protection Act
 - National Defense Education Act of 1958, Title II
 - Public Health Service Act Titles VII and VIII
 - Gramm-Leach-Bliley Act

GRC understands and will comply in accordance with all regulations and laws for collection services to the VASCUPP institution.

- Maintaining licenses as required by law, and in states necessary, to provide collection services.

GRC understands and will comply. GRC maintains licenses as required by law, and in states necessary to provide collection services.

- Undertaking the collection of all accounts referred by the VASCUPP institution without regard to the amount.

GRC understands and will comply with the undertaking of the collection of all VASCUPP accounts without regard to the amount.

- Accepting cancellations, deferments, or postponements for any referred collection and Contractor agrees that no fees shall be charged to the VASCUPP institution in this event. The VASCUPP institution reserves the right to request the return of an account for any reason.

GRC understands and will comply with accepting cancellations, deferments, or postponement for any referred collection without fees charged to the VASCUPP institution. Also, GRC understands the VASCUPP institution reserves the right to request the return of an account for any reason.

2.A Contractor Responsibilities Continued

- **Maintaining detailed and accurate accounting ledgers of all collected and disbursed monies throughout the contract period and providing a detailed accounting report at any time upon request by the VASCUPP institution.**

GRC understands and will comply with maintaining detailed and accurate accounting ledgers of all collected and disbursed monies throughout the contract period and providing a detailed accounting report any time upon request by the VASCUPP institution.

- **Providing a copy of the firm's Attestation Audit Letter annually to the VASCUPP institution.**

GRC understands and will comply with providing a copy of our Attestation Audit Letter annually. We have provided a copy with this proposal response for review.

- **Remitting to the VASCUPP institution each month the net total of funds collected (after debtor check payments have cleared) in the previous month, with the exception of the funds collected for Federal Perkins Loans. Federal Perkins Loan account collections shall be remitted directly to the billing agent designated by the VASCUPP institution. The VASCUPP institution agrees to remit collection fees to Contractor in the event payments are made directly to the institution or the Billing Agent.**

GRC understands and will comply with remitting to the VASCUPP institution, each month, the net total of funds collected (after debtor check payments have cleared) in the previous month, with the exception of the funds collected for Federal Perkins Loans. Federal Perkins Loan account collections will be remitted directly to the billing agent designated by the VASCUPP institution. The VASCUPP institution agrees to remit collection fees to GRC in the event payments are made directly to the institution or the Billing Agent.

- **Reporting to a minimum of one (1) national credit bureau each account referred by the VASCUPP institution, with the exception of Federal Perkins loans (Federal Perkins loans are reported to the credit bureau by separate loan billing agents). The accounts shall be placed with a credit bureau within sixty (60) days of placement with the Contractor. Contractor will make the necessary corrections when an account is reported in error.**

GRC understands and will comply with reporting to three (3) national credit bureaus for each account referred by the VASCUPP institution (with the exception of Federal Perkins loans as noted above). The accounts shall be placed with a credit bureau within sixty (60) days of placement and GRC will make necessary corrections when an account is reported in error.

2.A Contractor Responsibilities Continued

- **Designating a primary point of contact for the VASCUPP institution and provide a toll free phone number for debtors.**

GRC understands and will comply with designating a primary point of contact for the VASCUPP institutions and will provide a toll free phone number for debtors.

Primary Point of Contact:

Sue Jaquish
Director of Sales – East Region
General Revenue Corporation
4660 Duke Drive, Suite 300
Mason, Ohio 45040
Office: (800) 836-1099
Cell: (716) 481-1663
Fax: (888) 287-0640
Sue.Jaquish@GeneralRevenue.com

Toll Free Phone Number for Debtors:

(800) 234-1472

- **Maintaining a fidelity bond that names the Commonwealth of Virginia as the beneficiary in the amount of one hundred thousand (\$100,000) dollars throughout the term of the contract.**

GRC understands and will comply with maintaining a fidelity bond that names the Commonwealth of Virginia as the beneficiary in the amount of one hundred thousand (\$100,000) dollars throughout the term of the contract.

- **Submitting a report with each monthly remittance check that includes the following information at a minimum for each account:**
 - **Name of the debtor**
 - **Account number**
 - **Date of payment by the debtor**
 - **Payment amount**
 - **Total amount paid for collection services**
 - **Total amount paid to VASCUPP institution**

GRC understands and will comply with submitting reports with each monthly remittance check that includes at a minimum for each account the above-mentioned fields.

2.B CONTRACTOR RESTRICTIONS

B. The Contractor shall not:

- Have authority to file suit on any account referred by the VASCUPP institution.

GRC understands and will comply.

- Settle any account balance or agree to a compromise without the prior written agreement of the VASCUPP institution.

GRC understands and will comply.

- Share in funds collected by the VASCUPP institution as a result of exercising authority for the Commonwealth Debt right of set-off granted by the Code of Virginia. The VASCUPP institution will notify the Contractor of any set-off monies received.

GRC understands and will comply.

- Refer an account placed with the Contractor to another collection agency without prior approval by the VASCUPP institution.

GRC understands and will comply.

- Perform services on an account that is subject to bankruptcy proceedings. The Contractor shall notify the VASCUPP institution immediately in writing of any bankruptcy notices.

GRC understands and will comply.

2.C CONTRACTOR REQUIREMENTS

C. Describe in detail your firm's approach to each of the following items. Failure to provide responses to the items below may result in rejection of the proposal.

GRC has provided a detailed response to each item below.

2.C.1 TYPES OF ACCOUNTS

1. Describe in detail the types of accounts for which your company performs and provides debt collection services.

GRC currently perform collection services for more than 700 campus clients, including institutions of higher education (e.g., public, private, and private-sector colleges and universities), student loan guarantors, and state attorneys general. In 2017, higher education clients placed more than 194,000 accounts, valued at \$1.5 billion with GRC for collections.

GRC collects all types of student debt, including but not limited to:

- Federal Perkins Loan Program
- Tuition receivables
- Institutional loans
- Accounts receivables and Miscellaneous Feed
- Nursing Student Loan (NSL) Program
- Health Professional Student Loans (HPSL)

GRC also performs Perkins Cohort Management for college and university clients.

2.C.2 STANDARD METHODOLOGIES

2. Describe the standard methodologies employed to maximize the collection of account receivables. Include the minimum number of telephone calls to debtors and the maximum number of telephone calls to debtors.

GRC will execute a disciplined operational strategy customized to the University's needs. We contact borrowers diligently and perform skip tracing to locate hard-to-find borrowers in compliance with federal and state regulations to quickly resolve delinquent accounts. We contact borrowers at home and work through our Genesys® automated dialer augmented by manual and "human initiated" calls, which ensures regulatory compliance (e.g., FDCPA, TCPA). We send collection letters to supplement our telephone outreach activities (see page 18 for details). Please refer to item 2.C.5 (Work Plan) on page 15 for details on GRC's Collection Methodology, which includes the minimum number of telephone calls to debtors and the maximum number of telephone calls to debtors.

2.C.3 FIRST PLACEMENT RECOVERY SERVICES VS SECOND PLACEMENT RECOVERY SERVICES

3. Describe any differences in your firm's processes for 1st placement recovery services vs 2nd placement recovery services.

There are no differences in GRC's recovery process for 1st placements or 2nd placements.

GRC will leverage our full suite of debt recovery resources for every account placed by the University for collections regardless of placement tier. Accounts with invalid demographic information will receive skip-tracing efforts including multiple database interrogation with our proprietary automated skip trace "waterfall". We also employ targeted calling strategies and scripted collection letters on all accounts.

2.C.4 COMMUNICATION PROCESS

4. Describe communication process with debtors. Provide examples of templates used.

GRC uses a two-pronged strategy to reach debtors by telephone:

1. Collectors call borrowers at home and at work, in compliance with federal and state regulations.
2. Automatic dialing campaigns are executed through the Genesys® dialer, which is integrated with our collection system, in compliance with federal and state regulations.

Collector Calls

Collectors use GRC's call model (see Figure 1) to guide them in their interactions with borrowers. The call model is not a script. It allows collectors the flexibility to listen to borrowers, to determine their willingness and ability to pay the account in full in the shortest timeframe, and to respond appropriately in all phases of the collection process. A hallmark of our collector training program is professional phone etiquette. Trainees receive hands-on experience interacting with borrowers under the close supervision of a manager prior to being assigned to the collection floor. This training is invaluable when interacting with the millions of borrowers our collectors encounter every year.

Our collectors treat borrowers with empathy and respect. This approach to collections maintains good will between the University and its students.

2.C.4 Communication Process Continued

Initial contact with the borrower	Open and state the purpose of the call.
	Update borrower demographics, including telephone number, address, and place of employment.
	Obtain financial status, including borrower's relevant income, expenses, and demographic information.
	Ask for the balance in full.
	If the borrower is unable to pay in full, discuss alternative payment options based on the debt type and the client's requirements.
	Listen to and acknowledge the borrower's concerns.
	Establish a payment agreement (if payment in full is not attainable). For Perkins loans, educate the borrower on alternatives such as loan rehabilitation, consolidation, deferment, or forbearance.
	Confirm the agreement and communicate the importance of adhering to it.
Additional contact if the borrower refuses to pay	Discuss the benefits of resolving debt immediately.
	Notify the borrower of the consequences of delinquency.
	Re-verify demographic information and financial status.
	Discuss payment-in-full and other repayment options.

Figure 1: GRC Call Model. Collectors are trained in listening and negotiation skills.

In every contact with a borrower, the collector's first goal is to collect the full balance due. By stressing the need for full payment, the collector creates a sense of urgency with the borrower to resolve the account as quickly as possible.

If the full balance cannot be obtained, the collector gathers information about the borrower's financial status, so they can identify the payment option that is the right fit for the borrower. Based on this status, the collector presents the borrower with affordable options for repayment.

For Perkins accounts, our Federal collectors educate borrowers on their rights and responsibilities in fulfilling their student loan debt. When applicable, collectors discuss loan rehabilitation, loan consolidation, deferment, and forbearance.

Collectors document all phone interactions with borrowers in the collection system. Documentation includes notes on the discussion with the borrower, updated debtor financial or demographic information, payment received, and other relevant data.

2.C.4 Communication Process Continued

Automated Dialing Campaigns


GRC develops and schedules outbound dialing campaigns based on the collection strategy for each workgroup, in compliance with applicable laws and regulations. This includes federally mandated due diligence requirements for federally backed student loans.

The dialer automatically places calls to the accounts listed in the daily dialer workload. When individual answers a call, the dialer's **Interactive Voice Response (IVR) system** prompts the individual to press "1" to verify their identity, at which point the dialer transfers the call to an available GRC collector.

The IVR can be programmed to give verified borrowers the opportunity to make a payment over the phone through the dialer, without human intervention.

If no contact is made (there is no answer, the phone is busy, the number has been disconnected, or the call is answered but the individual does not respond to the IVR prompt), the IVR automatically leaves a recorded message.

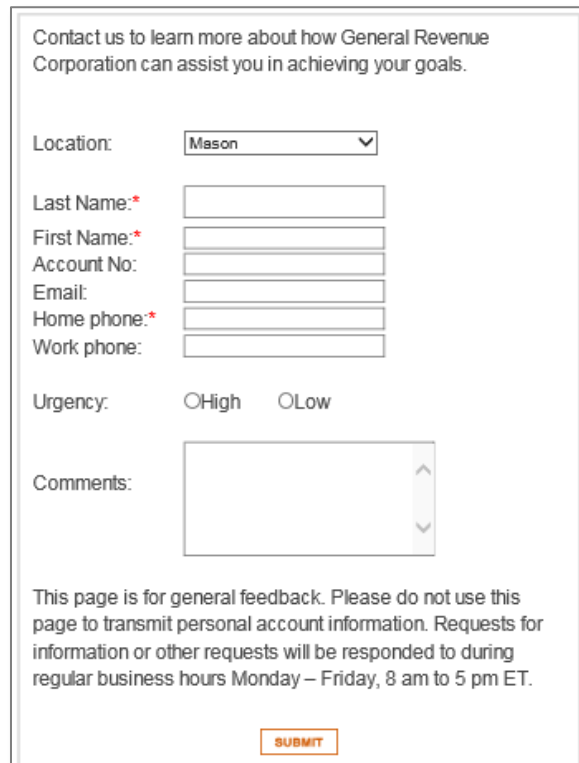
- **Strategic Tools – GRC uses the dialer's automated features to utilize every available moment to achieve contact with borrowers.** The dialer automatically monitors each collection attempt and queues accounts for additional attention when needed. We program the dialer to reprioritize accounts based on metrics such as time elapsed since last activity. In addition, we can program the IVR to schedule a call to a borrower during the last hour of that time zone's availability to ensure we can at least leave a message.
- **Borrower Callbacks** – In all phone messages and collection letters, GRC indicates the toll-free number borrowers can use to reach a GRC collector. When a borrower calls the number, the dialer automatically routes the call to the next available collector. While in a blended dialing mode, collectors can handle both outgoing and incoming calls – with incoming calls taking priority. Borrowers can call the toll-free number 24 hours a day, 7 days a week, and leave a message in a dedicated mailbox, if it's after normal business hours. We retrieve messages the next morning and promptly return borrowers' calls.
- **Dispute Management** – If a borrower disputes a debt, GRC works with the University to validate the debt. During this time, the account is placed in a dispute code and no work is performed until the dispute is resolved. Once the University provides the necessary documentation and recommends the action to be taken, we provide the validation of debt to the borrower and initiate next steps.

 We provide sample documentation for phone contacts in the **Scripts** tab of the Attachments section of our response.

Email Usage

As a convenience to the institution's borrowers, borrowers can email inquiries to GRC via our webpage, as shown below (Figure 2). Borrowers may also submit some forms via email. Once an email is received, an account representative will respond to the borrower by telephone.

GRC never contacts a borrower about his or her account through email because of the inherent security risks associated with email communication. Although we make every effort to collect the institution's delinquent accounts, we are also committed to protecting borrowers' Non-Published Information (NPI).



Contact us to learn more about how General Revenue Corporation can assist you in achieving your goals.

Location:

Last Name:*

First Name:*

Account No:

Email:

Home phone:*

Work phone:

Urgency: ☐ High ☐ Low

Comments:

This page is for general feedback. Please do not use this page to transmit personal account information. Requests for information or other requests will be responded to during regular business hours Monday – Friday, 8 am to 5 pm ET.

Figure 2: Borrower Website Email Inquiries Form

Collection Letters

In compliance with section 1692g of the Fair Debt Collection Practices Act (FDCPA), GRC sends an Initial Demand Letter to all accounts with a valid address within 48 hours of placement. We send various letters to borrowers throughout the collection cycle as needed. Information regarding our standard letter series is provided on 2.C.5 Proposed Approach (Work Plan) on page 18.

2.C.5 PROPOSED APPROACH (WORK PLAN)

5. Describe in detail the proposed approach (work plan) for performing and providing collection services and for communicating with the VASCUPP institution in regards.

In this section, GRC provides our proven approach for performing and providing the collection services the University deserves. We have outlined our communication approach to highlight our attentiveness and responsiveness when communicating with the VASCUPP institution.

2.C.5 Proposed Approach (Work Plan) Continued

Collection Methodology

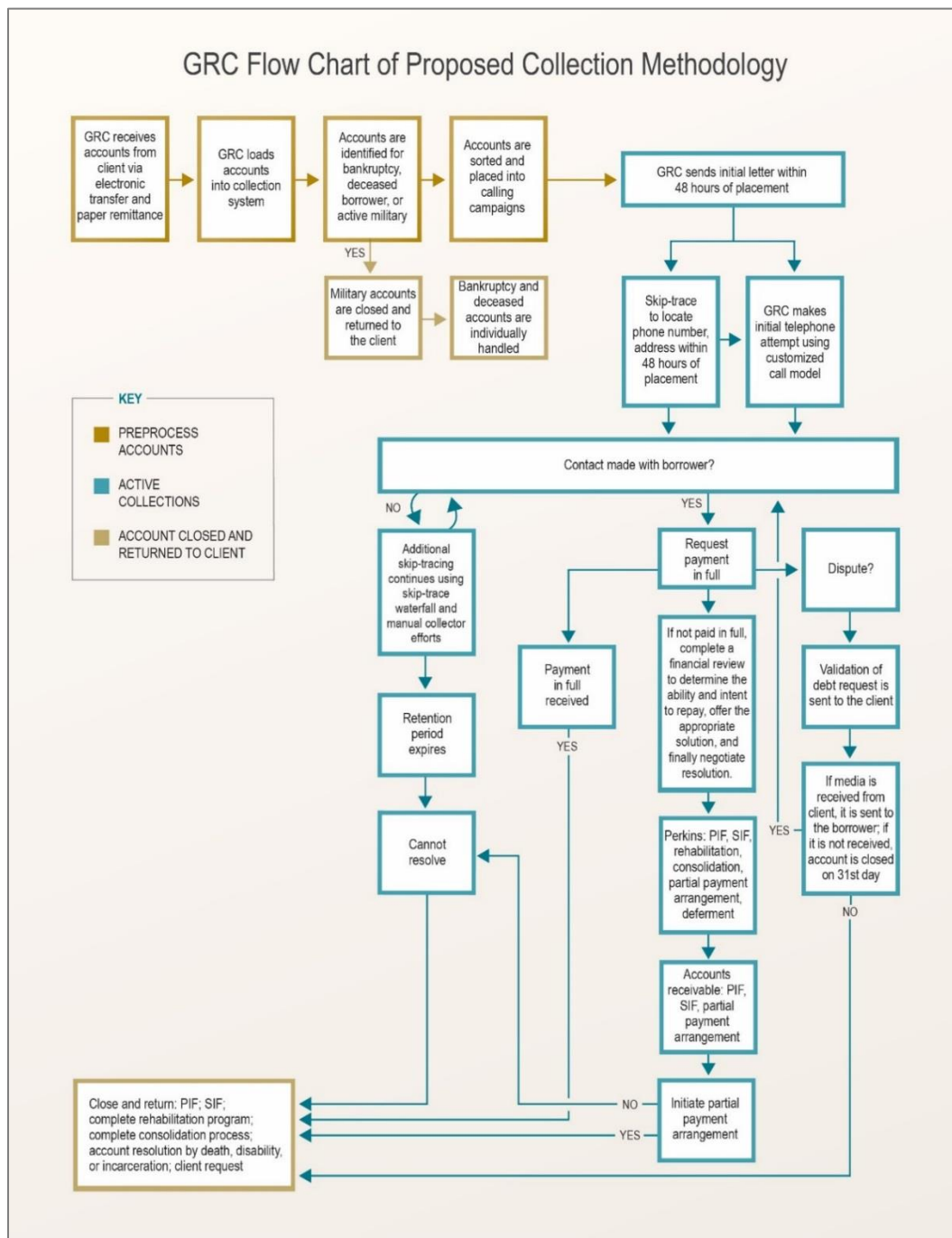


Figure 3: Flow Chart of GRC's Collection Methodology. The University's accounts receive ongoing attention through dialer campaigns, collection letters, and manual collector telephone efforts.

2.C.5 Proposed Approach (Work Plan) Continued

Inventory Preparation

Upon reception of an account placement file from the University, we will upload the accounts to our FACS® collection system, segment the inventory leveraging predictive analytics, and cross-reference the data with vendor databases to obtain updated location information and identify borrowers who have filed bankruptcy, are deceased, incarcerated, or serving in active military duty. Accounts for borrowers who are serving in active military duty will be immediately closed and returned to the University to manage Servicemembers Civil Relief Act (SCRA) related risks. Accounts for borrowers who are deceased, incarcerated, or in a bankruptcy status will be assigned to GRC's Client Services and Account Management team for administrative resolution.

GRC will segment the University's accounts leveraging our predictive analytics, inventory scoring engine, and distribution model to help our team determine the most effective collection strategies for the University's portfolio. Skip accounts are sent to various data vendors via electronic batch to locate new demographic information (e.g., telephone number and address leads) for borrowers. As leads are obtained, they are uploaded to our FACS® collection system and outreach commences or continues.

The University's accounts are sorted and segmented based on various attributes such as balance, debt type, and propensity to pay and then assigned to calling campaigns and distributed to GRC's specialized collection units for collection purposes.

Telephonic Outreach

GRC will launch our telephone outreach using dialer-initiated and manual calls by collectors to maximize right party contacts at the earliest stages of the recovery cycle for the University.

Inventory Resurfacing

Inventory "resurfacing" is performed to identify underserviced or any "dormant" accounts in the University's inventory. We leverage our unique experience to locate hard-to-find debtors to optimize recoveries. GRC collection agents are highly skilled skip tracers who are proficient at identifying new demographic information for a borrower.

Agent Caseloads

GRC uses a hybrid approach to assign accounts to a collector's "desk" upon placement by a client. Our management team closely monitors activation steps and ensures accounts are appropriately serviced by collection agents.

2.C.5 Proposed Approach (Work Plan) Continued

Letter Techniques

Collection Letters

In compliance with section 1692g of the Fair Debt Collection Practices Act (FDCPA), GRC sends an Initial Demand Letter to all accounts with a valid address within 48 hours of placement. We send various other letters to borrowers throughout the collection cycle as needed. Our standard letter series is shown below.

Letter Name	Description	Timing
Initial Demand Letter	<p>Informs the borrower that his or her account has been placed with GRC for collection and provides account balance, payment, and contact information.</p> <p>It also advises the borrower of his or her right to dispute, within 30 days, debts believed to be invalid and provides GRC's contact information for resolution.</p>	Sent within two business days of account placement on each account with a valid mailing address.
Second Demand Letter	Notifies the borrower that GRC has not received a payment (or dispute on the debt) and explains GRC is authorized by the University to pursue all means at our disposal to collect the debt.	Sent 36 days after the account was placed with GRC.
Final Demand	Advises the borrower that failure to respond to GRC's requests may result in a thorough review of his or her available assets.	Sent 300 days after the account was placed with GRC.
Payment Confirmation	Confirms a borrower's verbal agreement to a one-time ACH payment	Sent same day as verbal agreement.
Payment Agreement Confirmation	Confirms borrower's verbal agreement to a payment agreement	Sent same day as verbal agreement.
Payment Reminder	Reminds borrower that a payment is scheduled to be withdrawn from his or her account	Sent 10 days before payment is to be withdrawn.

Figure 4: GRC's Standard Letter Series. As needed, GRC sends situation-specific letters to borrowers.

 GRC provides our **standard letter series** in the **Letters** tab of the Attachments section of our response.

Telephone Contacts

GRC uses a two-pronged, hybrid strategy to reach borrowers by phone:

- Collectors call borrowers at home and at work, in compliance with federal and state regulations.
- Automatic dialing campaigns are executed through the Genesys® dialer, which is integrated with our collection system, in compliance with federal and state regulations.

2.C.5 Proposed Approach (Work Plan) Continued

Collection Calls

Each GRC collector follows our proprietary call model (see Figure 5) to guide the collector through his or her interactions with a borrower. The call model is not a script; it allows the collector with the flexibility to develop a customized resolution strategy by listening to a borrower and determining his or her willingness and ability to pay the balance in full in the shortest timeframe. A hallmark of our collector training program is professional telephone etiquette and customer service.

Trainees receive hands-on experience interacting with borrowers under the close supervision of a manager prior to being assigned to the collection floor. This training is invaluable when interacting with the millions of borrowers our collectors encounter every year.

Our collectors treat borrowers with empathy and respect. This approach to collections maintains good will between the University and its students.

Initial contact with the borrower	Open and state the purpose of the call.
	Update borrower demographics, including telephone number, address, and place of employment.
	Obtain financial status, including borrower's income, expenses, and demographic information.
	Request the balance in full.
	If the borrower is unable to pay the balance in full, discuss alternative payment options based on the debt type and the client's requirements.
	Listen to and acknowledge the borrower's concerns.
	Establish a payment agreement (if balance of payment in full is not attainable). For Perkins loans, educate the borrower on alternative resolutions such as loan rehabilitation, consolidation, deferment, or forbearance.
	Confirm the agreement and communicate the importance of adhering to it.
Additional contact if the borrower refuses to pay	Discuss the benefits of resolving debt immediately.
	Notify the borrower of the consequences of ongoing delinquency.
	Re-verify demographic information and financial status.
	Discuss balance-in-full payment and other repayment options.

Figure 5: GRC Call Model. Collectors are trained in listening and negotiation skills.

In every contact with a borrower, the collector's primary goal is to collect the balance-in-full amount. By stressing the need for a full balance payment, the collector creates a sense of urgency with the borrower to resolve the account as quickly as possible.

2.C.5 Proposed Approach (Work Plan) Continued

If the full balance cannot be obtained, the collector gathers information about the borrower's financial status to help the collector identify a payment option that is affordable and the right fit for the borrower.

For Perkins accounts, our Federal collectors educate borrowers on their rights and responsibilities in fulfilling their student loan debt. When applicable, collectors discuss loan rehabilitation, loan consolidation, deferment, and forbearance as "alternative" repayment strategies.

A collector documents all phone interactions in the FACS® collection system including account notes, updated debtor financial or demographic information, payments received, and other relevant data.

Automated Dialing Campaigns

GRC develops and schedules outbound dialing campaigns based on the collection strategy for each workgroup, in compliance with applicable laws, regulations, and contract terms including federally mandated due diligence requirements for federally backed student loans.

Our Genesys® dialer automatically places calls to the accounts listed in the daily dialer workload. When a call is connected, the dialer's Interactive Voice Response (IVR) system prompts the individual to press "1" to verify his or her identity, at which point the dialer transfers the call to an available GRC collector. The IVR can be programmed to give a "verified" borrower the opportunity to make a payment over the phone through the dialer, without human intervention.

If no contact is made (e.g., no answer, busy signals, disconnected numbers, or the call is answered but the individual does not respond to the IVR prompt), the IVR will automatically leave a recorded message.

1. **Strategic Tools** – GRC uses the Genesys® dialer's automated features to promote contact with borrowers. The dialer automatically monitors each collection attempt and queues accounts for supplemental attention when needed. We program the dialer to prioritize accounts based on metrics such as time elapsed since last activity. In addition, we can program the IVR to schedule a call to a borrower during the last hour of that time zone's availability (to ensure we can at a minimum leave a message).
2. **Borrower Return Calls** – In all phone messages and collection letters, GRC indicates the toll-free number available to borrowers to reach a GRC collector. When a borrower calls the number, the dialer automatically routes the call to the next available collector. While in a blended dialing mode, collectors can handle both outgoing and incoming calls – with incoming calls prioritized. Borrowers can call the toll-free number 24 hours a day, 7 days a week, and leave a message in a dedicated mailbox, if it's after normal business hours. We retrieve messages the next morning and promptly return borrowers' calls.
3. **Dispute Management** – If a borrower disputes a debt, GRC works with the University to validate the debt. During this time, the account is placed in a dispute code and collection activity is suspended until the dispute is resolved. Once the University provides the necessary documentation and recommends the action to be taken, we provide the validation of debt to the borrower and initiate next steps.

2.C.5 Proposed Approach (Work Plan) Continued

Skip Tracing

No single skip trace tool provides all available information for a borrower; therefore, GRC sources data from many different data vendors and resources to identify the most up-to-date information for a borrower. GRC uses a dual borrower location approach: 1) manual skip tracing by collectors and 2) skip tracing using an automated waterfall process.

Manual Skip Tracing

GRC's collectors access premium vendor databases, listed in Figure 6, to obtain detailed, up-to-date demographic and financial information on borrowers. Collectors also use Internet public record sites to locate update demographic information for a borrower.

Our collectors use skip trace tools in compliance with the Fair Credit Reporting Act (FCRA), Section 804 of the Fair Debt Collection Practices Act (FDCPA), and other applicable federal and state laws and regulations.

Demographic Information (address, phone number, etc.)	Financial Information (assets, bankruptcies, employers, etc.)
1Click Data Accurant CBC Innovis Electronic Directory Assistance TransUnion	Banko Experian TALX The Work Number Verifacts

Figure 6: Skip Trace Tools. Collectors comply with regulations when accessing online tools.

Automated Skip Tracing

GRC employs a customized, automated skip trace waterfall to obtain updated information from multiple sources. The waterfall is a tiered skip trace process that systemically migrates batches of accounts through each tier to obtain multiple address and phone number leads that are automatically uploaded into our FACS® collection system so we can act on each updated account. Through internal tracking procedures, collection management identifies and monitors which data resources and vendors produce the most right-party contacts and adjust the waterfall accordingly.

The first tier of the waterfall occurs during inventory preparation (as shown in Figure 7), when we search for borrower's bankruptcy status, deaths, and updated demographic information. Once we have scored the accounts using our proven inventory analysis and distribution model, accounts without contact information are sent via electronic batch to different skip trace vendors. Updated telephone numbers and addresses are uploaded to our FACS® collection system within 24 hours. We send an Initial Demand Letter to new addresses and load new phone numbers into the appropriate dialing campaigns, which are distributed to collectors for calling.

2.C.5 Proposed Approach (Work Plan) Continued

If an updated phone number does not result in contact with the borrower, or if our letter to the new address is returned, the account moves to the next tier in the skip trace waterfall.

Figure 7 depicts how we process accounts through our skip trace waterfall. Accounts proceed to the next step in the waterfall only as needed. Once we acquire new information, it is utilized to work the account.

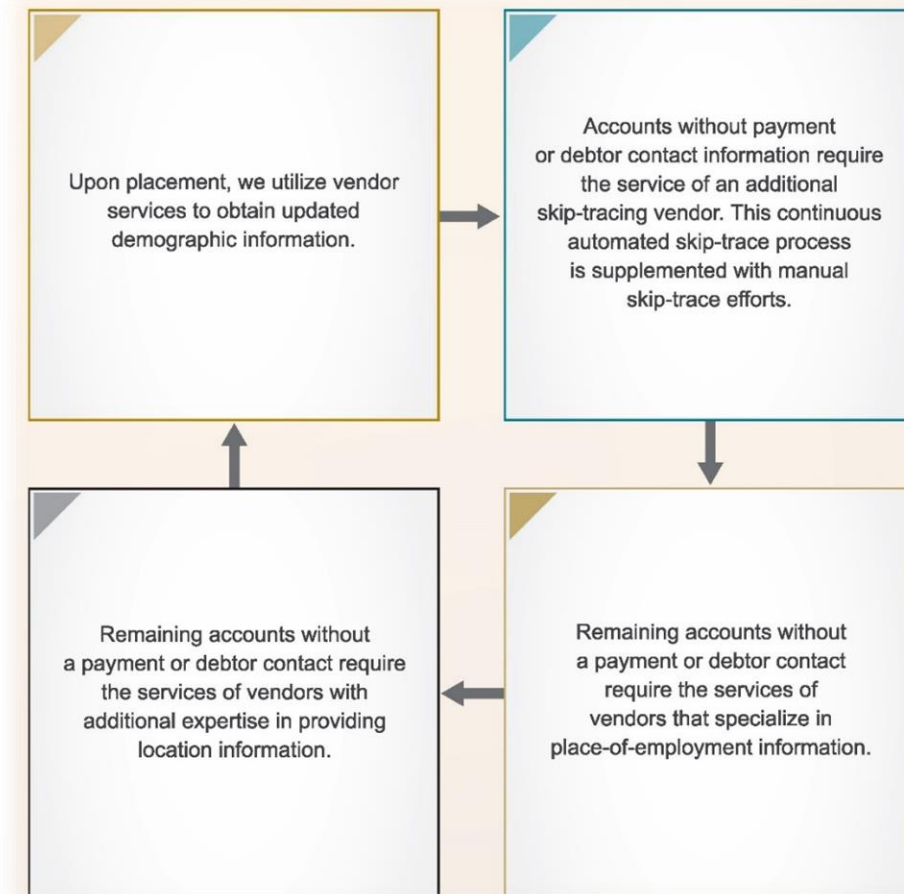


Figure 7: Graphic Representation of Skip Trace Waterfall. GRC's waterfall holds the accounts with applicable vendors and attempts continuous searches, updating our records with new leads.

Constantly Improving our Services: Innovis Trigger Product

GRC recently added a new skip tracing product that provides contact information for a borrower continuously for 150 days after the initial request. This "trigger" product from Innovis benefits clients by providing up-to-date information on a continual basis. It also reduces the amount of time collectors need to skip trace manually. More information equates to more right party contact, and in turn, higher recoveries.

2.C.5 Proposed Approach (Work Plan) Continued

Technology Enabled Solutions

GRC's technology platform provides a robust yet flexible computer system to perform critical functions such as automated data recording such as dates collection letters are sent or phone calls are made, daily payment posting upon receipt of payment by a borrower, recording of all calls in addition to scheduling/listing of all phone calls, mail correspondence, and skip tracing activities.

This section describes GRC's technology stack that includes software, hardware, and IT resources used to monitor accounts, assist in borrower contact, and process transactions. We are happy to provide greater detail including onsite evaluation with the University's IT and data security contacts if requested.

Collection System

The University's accounts will be managed using the Ontario Systems Flexible Automated Collection System (FACS®). This collection platform is used to track our clients' accounts and is maintained by a dedicated team of professionals with extensive experience in application development.

FACS® efficiently processes collection accounts without requiring a significant investment of time for set-up or interface. FACS® uses the Caché database provided by InterSystems, which allows for high volume, high speed transactions while providing the necessary data protection for selected critical fields.

The powerful features of our FACS® collection system include the following:

- Collector interface for access to account information, prompt and accurate input of account information, and maximization of collection time.
- Calculation of principal, interest, and projected collection costs on a borrower's account in compliance with federal, state, and local laws and client requirements.
- Functionality to ensure collectors are compliant with all federal, state, and local laws (e.g., number of collection attempts).
- Calculators that help collectors determine appropriate, reasonable, and affordable payments for borrowers.
- Ability to create customized reports for the client and for collection managers.

FACS® runs on Cisco UCS enterprise-class physical servers with high availability and redundancy, running RedHat Linux operating systems. The data is accessed through a fabric of Cisco/EMC SAN switches and EMC Clarion storage arrays, backed up nightly with Data Domain De-Dupe and is replicated to a secure, off-site location. The use of data duplication technology ensures high quality, high speed backups and faster restorations of FACS® data.

2.C.5 Proposed Approach (Work Plan) Continued

Documenting Collection Activity

GRC collectors document all collection activity on an account onto FACS®. This includes in- and outbound calls, manual skip tracing methods used to locate borrowers, correspondence and related documentation received from borrowers, collection letters sent to borrowers manually, borrower comments, collector's notes, and updated account information such as a new telephone number or address. Collectors are monitored by management and audit teams to ensure every account is properly documented. Once stored on the account, documentation cannot be modified or removed. Account history is available for inspection and audit by University representatives at any time.

Using the DisQ imaging system, integrated with FACS®, we scan all borrower correspondence and related documentation such as promissory notes and attach the electronic images to the borrower's account. Collectors can easily view these documents on screen while speaking with a borrower and can electronically send such materials to the borrower or the University. All original documents are saved and stored at an outside, secure storage vendor. Records are maintained on FACS® for up to seven years per state law, and then account information is archived.

Additionally, we continually refine our processes to provide enhanced ease of use and additional services to our clients. The University will have the option of accessing all standard reports online, in both PDF and Excel formats, 24/7. If desired, GRC can download reports and send them via SFTP, web interface, or data-encrypted email to the University. Other than Internet access, there is no other hardware or software required for the University to send or receive account information. We routinely work with client IT departments to establish and configure data via preferred transmission protocol (e.g., SFTP) and will do the same with the University.

Infrastructure

Our technical environment is designed to meet our clients' needs by providing systems that are highly available, easily scalable, and capable of exceeding performance demands. We use cutting-edge technologies such as virtualization, high-performance storage arrays, redundant network and telephony equipment, and redundant Intranet providers so that our systems are always connected and available.

We continuously capture, monitor, and analyze system performance data to ensure high performance. Both automated and manual tools are used to discover trends and events that can be early signs of performance bottlenecks. Warning and critical thresholds are established, and each system's overall health is benchmarked. When thresholds are exceeded, automated notifications occur to engage the right support team to resolve using industry standard ITIL incident, change, and problem management practices. Historical performance data is evaluated monthly to identify trends and ensure additional capacity can be added when necessary.

To stay up-to-date with the latest software features, systems upgrades, and security patches occur several times per year. Hardware is generally refreshed every five years to take advantage of new features, architectural innovations, and performance improvements.

2.C.5 Proposed Approach (Work Plan) Continued

Our computer network is built on industry-leading Cisco Routers and Switches. Our Enterprise-class installation utilizes redundant engines configured for automatic failover, dual power supplies and Gold level support agreements to quickly replace failed components.

Our Call Center technology is a reliable, resilient, distributed network that supports all forms of telephony. It is designed to be scalable to meet any customer contract requirements. To ensure compliance, we can provide standard and custom, on-demand and scheduled reporting, along with real-time monitoring and long term historical storage.

Our Contact Systems are compliant with FDCPA and pre-programmed with all applicable laws and client contract specifications. They support blended dialing modes for both outbound and inbound calls, with inbound being automatically prioritized. Our corporate desktop strategy adopts both physical and virtual approaches to meet the computing requirements of our highly skilled employees.

Genesys® Contact Management System

To maximize the number of telephone contacts on the University's inventory, GRC works inventory in a pooled environment using the Genesys® telephony suite (formerly Interactive Intelligence® [ININ]). The Genesys® telephony suite is a robust and flexible platform that logs all outreach attempts to call history, including manual calls.

Collectors can make outbound calls by selecting a number from the Genesys® Scripts & Grid application which offers a customizable UI for workflow, significantly reducing representative time navigating through the system. With the Scripts & Grid application, accounts can be organized according to specific criteria such as balance, debt type, RecoverScore, and date last worked defined by the GRC agent, supervisor, or administrative staff.

The Genesys® system has four components:

1. Outbound predictive dialer
2. Inbound calling solution
3. Interactive Voice Response (IVR)
4. Call recording software

GRC uses these components, summarized in Figure 8 below, to reach the University's debtors and resolve accounts in compliance with federal and state regulations.

2.C.5 Proposed Approach (Work Plan) Continued

Feature	Benefit
Outbound Predictive Dialer	
Custom Dialer Script Screens and Grids	<ul style="list-style-type: none"> Allows flexible methods to both sort and display debtor data Customizable contact data and call handling functionality
Automatic rescheduling of uncompleted calls	<ul style="list-style-type: none"> Maximized potential for debtor contact, e.g., calls can be scheduled for later in the day when individuals are more likely to be at home
Up to 45 phone numbers available for calling on any given account	<ul style="list-style-type: none"> When no contact is made, the dialer attempts the next available number Increased likelihood of debtor contact
Adheres to state and federal compliance regulations and laws	<ul style="list-style-type: none"> Dialer calls are made at authorized times in each time zone
Inbound call blending technology to manage call volume	<ul style="list-style-type: none"> Outbound call efforts are reduced automatically as inbound call volume increases Inbound calls are routed to collectors and take priority over outbound calls
Outbound telephony infrastructure can support a very high-volume call rate	<ul style="list-style-type: none"> Provides more than enough capacity for the University's inventory Maximizes potential for debtor contact
Detects answering machine, electronic privacy equipment, busy signals, disconnects and non-answered calls	<ul style="list-style-type: none"> Highest level of right party contacts Increased productivity levels
Inbound Calling Solution	
Dropped call recapture	<ul style="list-style-type: none"> For abandoned calls, we capture caller IDs and create outbound calling campaigns with those numbers Maximizes contact with debtors and minimizes any inconvenience
Multi-level call overflow	<ul style="list-style-type: none"> Ensures that there is always a collector available to handle incoming calls from taxpayers
Custom on-hold messaging	<ul style="list-style-type: none"> Can be tailored to reinforce benefits of account resolution to debtors
Dynamic resource management	<ul style="list-style-type: none"> Allows changes "on the fly" – GRC can fine-tune strategies for the University's portfolio
Collectors are fully blended, meaning they can make outbound calls and receive inbound calls simultaneously	<ul style="list-style-type: none"> No waiting for inbound calls Maximizes contact time with debtors, increasing opportunities for account resolution
Interactive Voice Response (IVR)	
Strict adherence to FDCPA regulations, such as calling times	<ul style="list-style-type: none"> Reduces debtor complaints

Feature	Benefit
<u>2.C.5 Proposed Approach (Work Plan) Continued</u>	
Sends collectors only live, verified debtor calls	<ul style="list-style-type: none"> Accelerates resolution by turning cold outbound calls into warm inbound calls
Delivers a recorded message using a pre-approved script	<ul style="list-style-type: none"> Reduced amounts of disconnects, answering machines, and busy signals
Call routing capabilities	<ul style="list-style-type: none"> Can route calls based on account attributes
Self-service general information	<ul style="list-style-type: none"> Provides information on how to make a payment and offers general information
Call Recording Software	
Records 100% of calls	<ul style="list-style-type: none"> Call recordings are monitored as part of our Compliance Management System and during training
Separately records date, time, and length of every outbound and inbound call	<ul style="list-style-type: none"> Allows uniform contact attempts for all accounts, e.g., if one account has 10 attempts and another has 5, collector gives priority to account with 5

Figure 8: Genesys® Contact Management System

The Genesys® system offers GRC's Operations Management the option to use predictive automatic dialing campaigns or allow collectors to make manual calls through defined workgroups. In a "blended" dialing environment, collectors can make outbound calls and receive inbound calls simultaneously. Inbound calls are given the priority to ensure hold times are minimized.

Workgroup Scheduling

Workgroups are based on targeted inventory strategies provided by Operations Management, who has the flexibility to add or adjust workgroups and campaigns as needed, with minimal turnaround time. Workgroups are available to collectors to work at predefined times throughout the work week to ensure collectors regularly attempt to reach debtors. Management tracks the progress of workgroups to ensure collectors are dialing the most "liquid" accounts at optimum times and according to contract requirements.

Predictive Campaigns

Large volumes of accounts are worked using predictive dialing campaigns. Predictive uses statistical algorithms to "predict" call times and volume to optimize collector productivity. Automated calls are connected with the GRC collection agent and when contact is established, the system immediately displays pertinent account data to the collector. If no contact is made (e.g., no answer, busy or disconnected telephone, debtor contact not verified, etc.), the system documents the attempt and also detects answering machines to allow the collector to either leave a message or disconnect the call. Campaign scheduling can be tailored to reflect the available staff and the percentage of completed calls to ensure each call is handled with minimal wait time.

2.C.5 Proposed Approach (Work Plan) Continued

Inbound Calling Solution

Genesys® inbound calling capabilities (shown below in Figure 9) allow GRC to support an unlimited number of inbound workgroups, with multiple media queues for voice, email, fax, text, and chat. These services can be adjusted automatically to meet the designated service levels for the University.

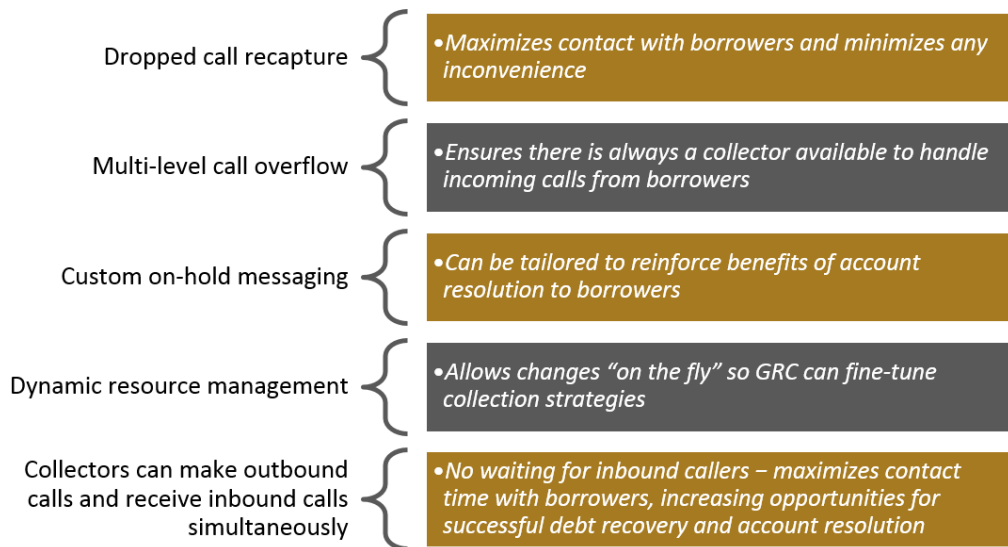


Figure 9: Genesys® Inbound Calling Features and Benefits

Interactive Voice Response (IVR)

GRC’s Genesys® system’s outbound IVR enables us to increase debtor contact and create more debt collection opportunities in the shortest timeframe. Outgoing debtor telephone numbers are dialed at a high volume, and in turn, the IVR sends a GRC collector agent only “live”, verified calls. The IVR dialer, which delivers a pre-approved script, can make up to 150,000 outbound calls per hour. The IVR provides:

- Strict adherence to FDCPA regulations (e.g., detects times zones, and limits and prevents calls)
- Optimized productivity (e.g., reduces disconnects, answering machines, and busy signals)
- Accelerated resolution (e.g., turns “cold” outbound calls into “warm” inbound calls)

IVR strategies can be customized according to University’s specific inventory, GRC’s collection strategy, and the needs of debtors. For example, the IVR can be set to route all Spanish callers to a Spanish-speaking collector. The IVR’s self-cure feature allows a debtor to make a secure payment, 24 hours a day, 7 days a week without GRC collection agent assistance.

Call Recording Software

The Genesys® dialer records 100% of calls. GRC routinely reviews these call recordings to evaluate collect agent performance and monitor compliance.

2.C.5 Proposed Approach (Work Plan) Continued

Borrower Callbacks

In all phone messages and collection letters, GRC provides a toll-free number for the borrower to reach us. When a borrower calls, the Genesys® dialer automatically routes the call to the next available collector. In a “blended” dialing mode, collectors can make outgoing and accommodate incoming calls – prioritizing inbound. A borrower can call the toll-free number 24 hours a day, 7 days a week, and leave a message in a dedicated mailbox if it’s after normal business hours. We retrieve messages the following morning and promptly return borrowers’ calls.

Qualified Personnel

Our team has extensive experience providing collection services to higher education clients like the University. The GRC leadership team who will manage the University’s contract, execute the operational plan, and perform related critical functions that are listed in the table that follows (Figure 10). GRC does not engage subcontractors for debt recovery functions.

Name	Title	Years of Experience
Zenon Butts	Vice President and Director of Operations, and the University’s Procurement Contact	20 years in collections, 15 years in collections management
Sue Jaquish	Director of Sales – East Region	23 years in collections, 30 years in customer service
Caryn Benton	Vice President, Contingency Services	29 years in accounting, auditing and internal control reporting; 16 years in collections
Eric Johnson	Senior Director, Business Development	23 years in financial services, 15 years in contract management
Diane Rice	Director, Client Services and Account Management	38 years in management, 17 years in customer service, 12 years in collections servicing
Elizabeth Ramsdell	Director, Payment Processing	36 years in banking and payment processing
David Meyer	Director, Client Reporting	30 years in accounting, auditing, and banking; 13 years in collections
Julia Pfirman	Director, HR Business Partner	23 years in human resource management
Kim Straube	Manager, Systems Technology	21 years of experience with FACS® collection system
Genny Johnson	Senior Director, Collections Training	13 years in collections and management
Jennifer Domenick	Senior Director, Business Processing Solutions Compliance	24 years in collections and compliance
John Terry	Director, Accounting	24 years in accounting

Figure 10: Qualified Personnel

2.C.5 Proposed Approach (Work Plan) Continued

Organizational Chart

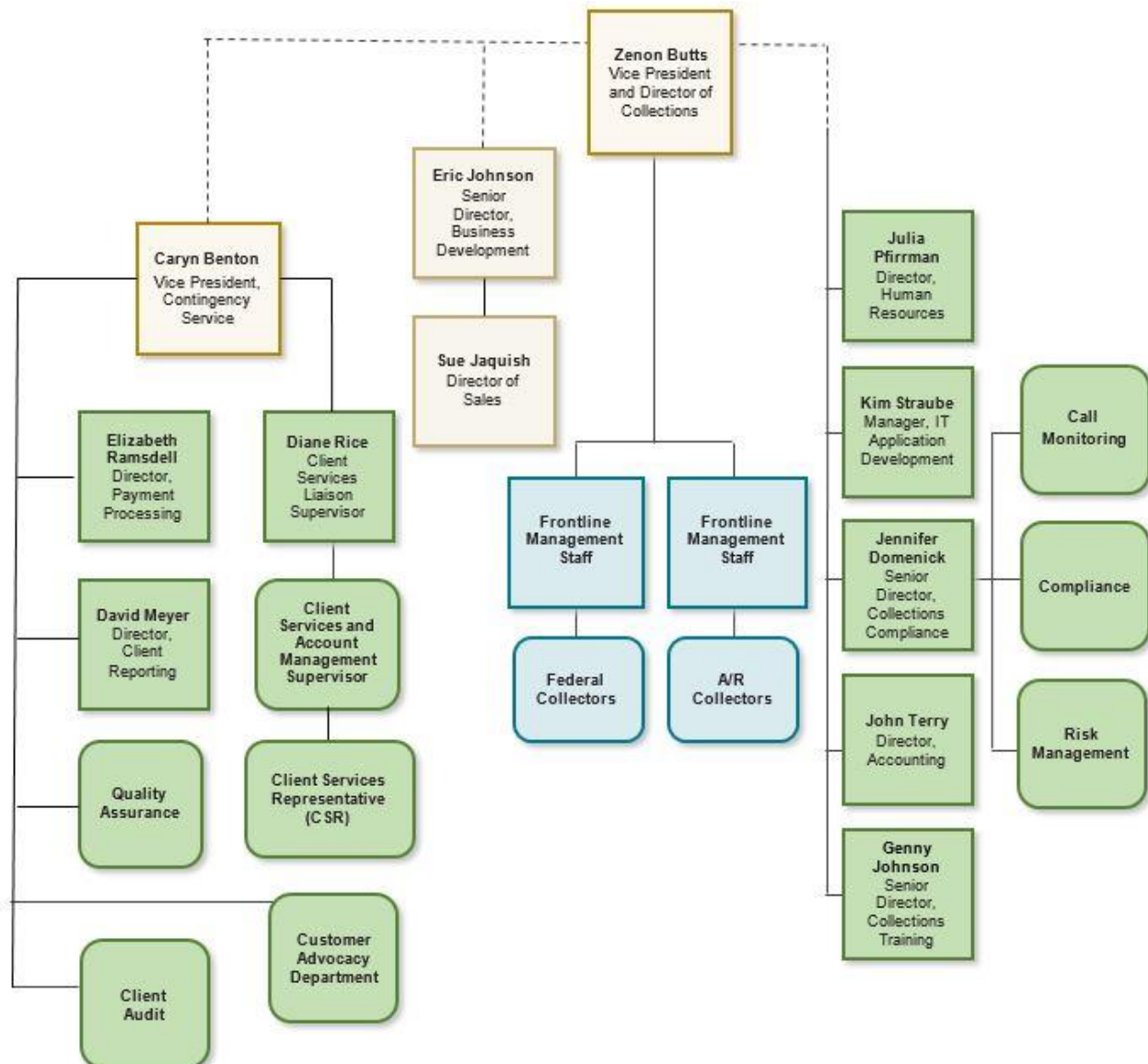


Figure 11: GRC Organization Chart

2.C.5 Proposed Approach (Work Plan) Continued

Biographies

Zenon Butts • Vice President and Director, Collections

Zenon has 20 years of experience in collections and 15 years serving in senior leadership positions overseeing operations, compliance and risk management, and strategic planning. Zenon has a history of achieving superior results on high profile competitive collection contracts.

Zenon provides oversight and direction for GRC's critical client engagements. Zenon sets forth operational collection strategies to ensure optimum performance for our clients. Mr. Butts has an expert level knowledge of laws and regulations that govern the debt collection industry. Zenon is responsible for operational execution in alignment with contract terms, service level agreements, and corporate objectives.

Zenon comes to GRC from Williams and Fudge, Inc. He previously also served Operations Chairman at the Boys and Girls Club and adjunct faculty at Winthrop University.

Sue Jaquish • Director of Sales • East Region

Sue will maintain a close working relationship with the University, recommend innovative business solutions, and continue her history of consistently exceeding expectations for service and professionalism.

With 30 years of customer service experience, including 23 years in collection operations, Sue understands the commitment required to execute on a contract of this size, scale, and importance. Sue is a member of national, regional, and state professional organizations and is a frequent participant of industry conferences and trade shows. She earned a Bachelor of Science in Education from Houghton College.

Caryn Benton • Vice President, Contingency Services

Caryn provides oversight and management for company licensing, business administration, payment processing, client reporting, quality assurance, customer advocate, and account management to ensure compliance on the University's debt collection contract. Caryn's oversight guarantees that GRC processes all payments accurately and efficiently. Caryn oversees all licensing to ensure GRC is licensed and properly credentialed to collect the University's debts throughout the United States and its territories.

Caryn has 16 years of experience in collections and 13 years' experience in public accounting. Her experience as Chief Administrative Officer has proven instrumental in implementing sound financial controls for GRC. Caryn has a Bachelor of Science in Business Administration from the State University of New York at Fredonia. In 2002 and 2003, our organization recognized Caryn's valuable work for implementing strong internal controls that promoted corporate growth with the Presidential Award. In 2007, Caryn was named "CFO of the Year" by Business First Buffalo.

2.C.5 Proposed Approach (Work Plan) Continued

Eric Johnson • Senior Director, Business Development

Eric Johnson is responsible for growth initiatives, sales, and strategic partnerships for GRC. Eric has 23 years of experience in the financial services industry and has served in a variety of managerial, operational, and business development roles, most recently as president and board member of Navient-subsidary Student Outreach Solutions, Inc. Eric received a Bachelor of Arts degree, summa cum laude, in business administration from Marian College.

Diane Rice • Director, Client Services and Account Management

Diane provides oversight and direction to the Client Services and Account Management team. Her responsibilities include training, performance development, implementation of compliance-related policies, and project management while ensuring quality service.

Diane has 38 years of management experience including 17 years in student loans and customer service and 12 years in collections servicing. She has been a key player in the Client Services and Account Management department's development and consistent performance and is responsible for her team establishing and fostering positive relationships with the University as they service the University's needs daily. Her efficiency and exemplary customer service skills ensure the University's questions and concerns are addressed with care.

In 2009, our organization recognized Diane's dedication to our clients with a Presidential Excellence Award nomination for her initiative in automating client processes through GRC's website. In 2011, our organization honored Diane with the "Honor Roll" Award for the implementation of innovative processes that enhanced the company's productivity. In 2015, our organization recognized Diane with a nomination for the "Navient Navigator Leadership Award" for consistently demonstrating each of the company's values and competencies to include customer-centricity, leadership, integrity, proactivity and stability. In 2018, Diane was nominated by senior leadership and selected to participate on a newly formed council designed to engage and connect with employees at all levels of the organization to promote inclusivity and diversity in our workforce. Diane possesses a Bachelor of Science in Administrative Management from the University of Cincinnati.

Elizabeth Ramsdell • Director, Payment Processing

Elizabeth handles the set-up of all payment specifications. She is responsible for daily payment postings and plays a key role in assisting internal and external audits. She is also responsible for daily payment processing activities for contracts with our campus clients. Elizabeth has 36 years of experience in banking and payment processing. She has been instrumental in implementing multiple new client contracts and projects ensuring accuracy and timely implementation for our clients. Elizabeth's extensive background in the financial industry has sharpened her skills in implementing sound internal controls over payment processing. Our organization recognized Elizabeth's dedication and performance with the Customer Appreciation Award and she was a nominee for the Presidential Excellence Award.

2.C.5 Proposed Approach (Work Plan) Continued***David Meyer • Director, Client Reporting***

David is responsible for the set up and accuracy of client reporting, including both standard and ad hoc reports. David works closely with clients to ensure proper invoicing and reporting related to client funds. David has 30 years of practical experience in accounting, auditing, and banking. This includes 13 years of collection industry experience handling accounting and financial operations such as debtor payment processing, client reporting, and financial reporting. He has been instrumental in implementing multiple new client contracts and projects ensuring accuracy and timely implementation for our clients. David's extensive background in the financial industry has sharpened his skills in implementing sound internal controls over transactions, reporting, and data integrity. David earned a Bachelor of Business Administration in Accounting from the University of Cincinnati.

Julia Pfirman • Director, HR Business Partner

Julia provides oversight and direction to the Human Resources Department for all staff members involved with the University's collection contract. Julia has 24 years of experience in human resources and ensures that the Human Resources Department provides effective and meaningful service to the organization. She takes responsibility for compliance with GRC's Affirmative Action Plan, Equal Opportunity Employment Plan, and Diversity Awareness Program and oversees employment, compensation, employee relations, and benefits administration functions at GRC. Her team maintains appropriate staffing levels for optimal performance on the University's contract. She earned a Bachelor of Arts in Personnel and Industrial Relations from the University of Cincinnati.

Kim Straube • Manager, Systems Technology

Kim has 21 years of experience working on GRC's FACS® collections platform. She manages the day-to-day operations support of the Application Development Team. She partners with auditors to ensure compliance with state and federal regulations, assists in preparing final audit responses, and implements best practices. Her responsibilities include reviewing the University's requirements, analyzing business processes, developing project specifications and parameters, mapping the University's data to GRC's system, ensuring optimal efficiencies of FACS®, client file testing, and establishing data areas to ensure the quick initiation of collection activities.

Genny Johnson • Senior Director, Collections Training

Genny has 13 years of experience in collections training and management. She is responsible for the oversight and development of her training staff and continuing education for existing collectors. She manages Leadership and Education employees for first- and third-party collections sites, ensures the delivery of New Hire Training, Continuing Education, and Leadership Development courses across all sites, and provides developmental training for the front-line trainers to ensure growth and effective modeling is achieved. She also liaises with operations to ensure proper support of new projects and initiatives. Genny oversees the creation and maintenance of written training material for all lines of business and ensures publication to our Collect Net training website. She integrated computer-based training into the training programs using a Learning Management System. Genny has a bachelor's degree in psychology from University of Wisconsin Platteville.

2.C.5 Proposed Approach (Work Plan) Continued

Jennifer Domenick • Senior Director, Business Processing Solutions Compliance

Jennifer is responsible for assisting in developing, maintaining, and supporting the collections compliance program by creating specific procedures for individual departments, performing audits/reviews that ensure adherence to rules and regulations, and assisting in the development of best practices when opportunities are identified. She is an experienced professional with 24 years in collections operations, collections strategies, analytics, risk management, training, and compliance. Jennifer has a Bachelor of Science in Finance from Lehigh University.

John Terry • Director, Accounting

John provides oversight and direction of the accounting and treasury functions performed for the University's contract. John has 24 years of accounting experience including 16 years in senior-level positions. As the Accounting Director, he is responsible for the monthly financial statements and coordination of the annual financial statement audits. He has also been responsible for developing new accounting processes and controls in compliance with the Sarbanes-Oxley Act of 2002. He is a Certified Public Accountant (CPA) and holds a Bachelor of Science in Accounting from Indiana University.

Collectors

GRC's collection agents are skilled debt negotiators who are trained to resolve delinquencies as quickly as possible and treat each borrower with the utmost professionalism, compassion, respect.

Collectors receive annual recertification and routinely sharpen their skills with routine training administered through the FIS® Regulatory University platform.

Each collection agent reports to a GRC Collection Manager. GRC managers possess deep subject matter expertise and have a history of success executing on some of the most competitive and highest profile contracts in the debt collection industry.

Our history of success on similar engagements makes us an ideal collection partner for the University. GRC is uniquely suited to perform the services specified in this RFP. GRC will deploy the necessary resources and staffing to execute on this critically important project for the University.

Experienced Collectors

GRC can handle your volume placed with sufficient staff to manage calls.

In addition, knowledgeable individuals are responsible to project staffing needs based on number of borrowers in expected geographic locations.

2.C.5 Proposed Approach (Work Plan) Continued

GRC's Awarding Winning Collector Training

Our well-trained collection staff is courteous and respectful to debtors which is key to GRC's ability to perform well for our clients.

Our program **begins with an intensive three-week new hire collector training**, in which we emphasize that every interaction with a debtor is a direct reflection of both the University and of GRC. We demand collectors communicate with debtors with the utmost respect, empathy, and professionalism, devoid of harassment, intimidation, false, or misleading statements. Our training program teaches collectors how to employ empathetic listening coupled with effective negotiation skills to find the best repayment solution for each debtor.

Another pillar of our training curriculum is **compliance with federal and state laws and regulations**. GRC's training staff remains current on the constantly evolving regulatory environment and provides ongoing regulatory education to collectors through individual and group training, online learning programs, and updated training guides. This training is underscored by GRC's **annual compliance recertification**. Recognizing there are various learning styles, GRC delivers training through methods that target different learning modalities, e.g., on-site group training in person or via webinar, one-on-one training, and individualized, self-paced online training.

Our **A rating from the Better Business Bureau (BBB)** and extremely low complaint rate prove our training efforts prepare our collectors to demonstrate the highest level of customer centricity, which is a core value of our company.

Three-Week New Hire Collector Training Program

GRC's training for newly hired collectors is an intensive, three-week program. Throughout new hire training, we test trainees' newly acquired knowledge and skills, and provide ongoing feedback to trainees concerning their phone and account resolution abilities. Trainees must pass comprehensive exams before being assigned to GRC's collection floor.

Week One of New Hire Training

We cover a wide variety of topics in week one, which is held in our state-of-the-art training center. We teach trainees how to obtain the balance in full, from a debtor by emphasizing the positive benefits of voluntary resolution of the account. Collector trainees are instructed in the absolute necessity of maintaining the confidentiality of debtor and client data, and the tools they must use to do so. Trainees receive eight hours of Fair Debt Collection Practices Act (FDCPA) training,



2018 winner

*For the fourth consecutive year, **GRC** has been recognized by Training magazine as a **Top 125 training company**.*

Award winners have "the most successful learning and development programs in the world."

Hands-On Experience

GRC Education Specialists challenge new hires with making mock phone calls to debtors right away, to introduce them to the skills used by successful debt collectors.

2.C.5 Proposed Approach (Work Plan) Continued

including best customer service tactics, and must pass an FDCPA test prior to their first collection attempt. Trainees begin making mock calls to debtors in week one. Our Education Specialists listen to recordings of these calls so they can work with trainees one-on-one to address issues and discuss how these future GRC collectors can improve their interactions with debtors.

Week One	
<ul style="list-style-type: none"> • Ethical collection techniques • Understanding debtor behavior • Accountability, character, and attitude • Extending common courtesy to others • Collection call model and protocol • Effective communication skills • Managing the disgruntled debtor • Defining and adapting communication style • Voice training (inflection, pace, intonation) • Listening effectively • Special handling situations, including disputes, bankruptcy, and debtors who are deceased 	<ul style="list-style-type: none"> • Compliance with federal laws, including: <ul style="list-style-type: none"> – Fair Debt Collection Practices Act (FDCPA) – Federal Educational Rights Privacy Act (FERPA) – Gramm-Leach-Bliley Act (GLBA) – Equal Credit Opportunity Act/Reg B – Unfair, Deceptive or Abusive Acts or Practices (UDAAP) – Telephone Consumer Protection Act (TCPA) – Fair Credit Reporting Act (FCRA) – Fair and Accurate Credit Transaction Act (FACTA) • Compliance with state laws • Systems training

Figure 12: Week One. Topics address communication, compliance, and systems training.

Week Two of New Hire Training

The second week of training occurs in both the training center and out on the collection floor. Trainees develop a more in-depth understanding of GRC's collection system, skip tracing tools and practices, and collection strategies. They observe tenured collectors working live calls and continue making mock calls of their own in a training environment. Our Education Specialists continue to monitor trainees' recorded calls and provide valuable feedback on phone etiquette, regulatory compliance, interacting ethically with debtors, and properly documenting accounts.

Building Expertise

In week two, we focus on increasing trainees' accuracy and efficiency.

Week Two	
<ul style="list-style-type: none"> • Reading and interpreting debtor data • Operating the predictive dialer • Hands-on phone instruction • Managing the information-gathering process • Properly documenting accounts • Collection letters • Proper correspondence handling procedures • Contract policies, procedures, and guidelines 	<ul style="list-style-type: none"> • Work processes as identified in the client's contract operational plan • Legal and ethical skip-tracing techniques and tactics • Complaint prevention • Advanced skip-tracing tools • Administrative resolution procedures • Basic business continuity awareness • Competitive performance standards

Figure 13: Week Two. New hires learn collection strategies and get more practice in phone work.

2.C.5 Proposed Approach (Work Plan) Continued

Week Three of New Hire Training

By the end of the second week of new hire training, GRC has determined what trainees' contract assignments will be, so week three consists of client-specific training on Perkins loans and live calling.

Trainee's Contract Assignments

Week three consists of client specific training and live calling.

Week Three	
<ul style="list-style-type: none"> • Hands-on phone instruction • 1:1 coaching time • Call listening sessions that focus on compliance and best practices 	<ul style="list-style-type: none"> • Money sources • Stalls and rebuttals • Advanced system training • Comprehensive final exam

Figure 14: Week Three. Trainees receive training specific to the contract to which they will be assigned.

Live Calling

During week three, trainees begin working live accounts under the direct supervision of a GRC Education Specialist. Trainees put their classroom training into practice by:

- Discussing options and benefits of alternative payment arrangements with debtors
- Overcoming debtor objections to payment
- Suggesting options to a debtor who is unable to secure funds to resolve the account
- Obtaining an authorized financial statement from the debtor
- Reviewing the rights of the debtor and GRC's responsibilities

Testing and Assessment

Throughout the training program, GRC uses a custom-built library of interactive online courses and tests to assess collectors' knowledge and gauge their readiness to successfully work the contract to which they are assigned. Courses include collection system and dialer simulations, knowledge checks, and best business practices. Management may assign additional courses that will increase collectors' productivity, proficiency, and engagement. Collectors must pass a series of exams on the collection system, state laws, compliance, payment options, special handling, complaints, and client specifics. Collectors must also pass an FDCPA test and a FACTA test prior to performing any collection activity. To confirm trainees understand the tenets of FACTA and their responsibilities under the Act, they sign an attestation during the training curriculum. Trainees must achieve a passing grade of 80% on all tests. If they fail a test, GRC will re-train them in the applicable areas and be retested.

2.C.5 Proposed Approach (Work Plan) Continued

Once trainees have completed the three-week new hire training program and have passed the required tests, they will transition to their assigned collection team. A Training Certification Statement acknowledging that all training has been completed is signed by the collector and retained in their personnel record. A New Collector Coaching Report, which documents the collector's training experience, strengths, and further opportunities for development, is given to the collector's Unit Collection Manager (UCM) for use during Transition Training.

Transition Training

Transition Training is a distinguishing element of GRC's training program. This month-long program allows new collectors a chance to become acclimated to the collection team experience while receiving personalized, one-on-one coaching from their UCM. Coaching topics may include time management, achieving debtor contact, and educating debtors on their rights and responsibilities.

Ongoing Technical Training & Continuing Education

GRC provides ongoing training to collectors so they can sharpen their skills. Every UCM is required to do one hour of training per month with each collector on their team. UCMs also conduct regular call monitoring sessions with collectors, during which the UCM reviews with the collector the strengths and weaknesses exhibited on calls with debtors.

GRC provides continuing education through collection floor meetings, small and large group meetings, team meetings, and e-learning resources. Training topics include money sources, negotiation, stalls and rebuttals, effective listening, advanced talk-off scripting, and other skill-based training. These topics are reinforced through monthly training sessions, which emphasize collection tools and techniques, changes in federal and state regulations, and complaint prevention. GRC carefully tracks continuing education attendance and effectiveness. Attendees are asked to participate in a survey at the end of a course and again one month later to assess how well they retained the information.

Annual Compliance Training & Recertification

Annual compliance training and recertification, which all collection staff must complete to continue their employment with GRC, is a benchmark of our training program and a critical component of our Compliance Management System.

Compliance training and recertification are managed through Regulatory University (RegU), our online, interactive learning system. RegU contains a library of more than 250 courses on relevant topics such as federal and state laws and regulations, risk mitigation practices, the company Code of Business Conduct, and Security Awareness Policies. Courses use real-world scenarios based on actual cases or enforcement actions. Courses are assigned to employees based on their job roles and must be completed by specified due dates. Each RegU course features an attestation the employee must agree to or a test they must pass with a score of 80% or better. GRC's Training department tracks employees' successful completion of assigned RegU courses.

2.C.5 Proposed Approach (Work Plan) Continued

Collect Net

GRC maintains Collect Net, an extensive, online library of interactive resource materials that collectors can quickly and easily access during calls with debtors, or when they need to learn more about a change to a federal regulation that was announced in a recent team meeting.

Leadership Development Opportunities

GRC's leadership development program provides front line leaders with valuable training on topics including team member diversity, leading change and transition, and employee engagement. Classes are designed to directly relate to workplace challenges, create sustainable improvement, attract and retain quality talent, and positively impact business performance. In addition to frequent, on-site instructor-led sessions, webinars, and e-learning tools are also available. The leadership development team provides ongoing support to class participants and strives to help leaders connect with others in similar roles to encourage the sharing of best practices and the exchange of ideas.

Call Monitoring

The objective of the Call Monitoring Program at GRC is to monitor collectors' compliance with federal and state laws and regulations while speaking with debtors, and to ensure collectors are adhering to client requirements and properly and accurately documenting accounts in our system.

All Calls Recorded

*GRC records all calls between
collectors and debtors.*

Call recordings are monitored randomly during all shifts. Calls are monitored for compliance and integrity by the Unit Collection Manager (UCM) and the Compliance Monitoring Specialist team. The Senior Director of Operations and the Senior Collection Manager may also monitor calls.

Operations

The UCM uses a checklist while monitoring to assess whether the collector handled the account professionally, resolved the account appropriately, completed accurate account documentation, and complied with federal and state laws and regulations.

The UCM reviews the completed checklist with the collector and, if necessary, provides feedback on how the collector can improve customer service on future phone calls. The UCM continues to monitor the collector to confirm that progress is being made.

Compliance Monitoring Specialist Team

The Compliance Monitoring Specialist team performs regular, random monitoring sessions of recorded calls for all collectors who have been on the floor more than 30 days. The team confirms that all federal and state regulations were followed on the call and that all GRC's requirements were met, including properly identifying the debtor and explaining the outstanding debt and all resolution options to them.

2.C.5 Proposed Approach (Work Plan) Continued

Operations management reviews the Compliance Monitoring Specialist team's monitoring reports and listens to calls where potential infractions have been identified. If an infraction is found, management takes specific action with the collector to resolve the underlying issue, which may include:

- Personalized training with management or the Training department in need
- Percentage deduction of incentive compensation
- Progressive disciplinary action, including termination

Retaining Recordings

Recorded calls are retained for a minimum of two years, unless a longer retention period is specified by a client, regulatory, federal, or state guidelines, at the request of our Legal or Operations department, or in another policy. For example, in jurisdictions that define call recordings as "records" and that have a record retention period of five years, we will maintain call recordings for at least that period of time.

CallMiner® Speech Analytics


GRC uses powerful speech analytics software, CallMiner, to monitor quality assurance and compliance on every collection call made. CallMiner assesses the relative risk level of each call based on the call's conversational content such as key words or phrases and indicators of stress such as long periods of silence. Please refer to page 61 for additional CallMiner information and diagrams.

2.C.6 REMITTANCE REPORT

6. Provide an example of the remittance report that will be included within each payment to the VASCUPP institution.

The remittance report or **Invoice Statement** (Figure 15) reports the payment activity processed for the reporting period, fees to GRC, and the monetary proceeds remitted to the University with the Invoice. The invoice can be customized for the University to include specific data elements such as SSN, remaining balance, etc. to meet its business needs. The University can receive funds electronically by the third business day of each month by using Automated Clearing House (ACH) remittance.

2.C.6 Remittance Report Continued



**GENERAL
REVENUE
CORPORATION**
A Navient® Company

INVOICE

General Revenue Corporation
4660 Duke Drive Suite 300
Mason OH 45040

800-234-1472
GeneralRevenue.com

Client Name
Client 1st line address
Client 2nd line address
Client 3rd line address

PAGE NO: 1
ACTIVITY FROM: 1/1/2018
ACTIVITY THRU: 1/31/2018

CLIENT NO: 123456
CHECK NO:
INVOICE NO: 987654

TOTAL COLLECTIONS 17880.57

DATE	DEBTOR'S TRANSACTION	CURRENT BALANCE	C O D E	N/C	AMOUNT PAID TO AGENCY	AMOUNT PAID TO YOU	TOTAL DUE AGENCY	AMOUNT DUE YOU
010918	SMITH, JOHN 123456789A ***** CORBN: 28.00 *****		31			12038.00	3370.64	3370.64-
011718	SMITH, JOHN 123456789A ***** CORBN: 28.00 *****		31			500.00	140.00	140.00-
011718	SMITH, JOHN 123456789A ***** CORBN: 28.00 *****		31			4500.00	1260.00	1260.00-
011418	SMITH, JANE 23456789A ***** CORBN: 28.00 *****		31		200.00		56.00	144.00
011218	SMITH, BETTY 345678912A ***** CORBN: 28.00 *****		31		442.57		123.92	318.65
012618	SMITH, MARIE 456789123A ***** CORBN: 28.00 *****		31		200.00		56.00	144.00

CODES

20 - Paid in Full for Company
21 - Paid in Full for Agency
22 - Paid in Full for Agency
23 - Paid in Full for Agency
24 - Paid in Full for Agency
25 - Paid in Full for Agency
26 - Paid in Full for Agency
27 - Paid in Full for Agency
28 - Paid in Full for Agency
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99 - Paid in Full for Agency

**OUR CHECK
ENCLOSED FOR**

**PLEASE
REMIT TO
AGENCY**

SUB-TOTAL AMOUNT DUE YOU (+) 606.65
SUB-TOTAL AMOUNT DUE YOU (-) 4770.64

TOTAL PAID TO AGENCY	TOTAL PAID TO YOU	TOTAL DUE AGENCY	TOTAL DUE YOU
4163.99	842.57	17038	5006.56

Figure 15: GRC Sample Invoice

2.C.7 HANDLING CANCELLED, POSTPONED, DEFERRED ACCOUNTS

7. Describe how cancelled, postponed, or deferred accounts will be handled.

GRC will process cancelled, postponed or deferred accounts when the University notifies us of a change in the account status. At which time, we will close the account as the University deems appropriate. For example, on the Close & Return Report, a cancelled account will show as “Cancellation on File” as the reason for the closure.

We will also process cancelled, postponed or deferred accounts when the consumer informs our collector of a cancellation, postponement or deferment. We will update our FACS® system with this data, and the University’s dedicated Client Services Representative may make outreach to confirm this information. If we receive documentation from the consumer to substantiate their statement, we will forward the documentation to the University to update your records and once confirmed, we will close the account. Lastly, if the University’s billing service, if applicable, displays any of these statuses on its system of record, we will update our FACS® system of record to match the reason for closing the account.

GRC understands the University could not knowingly turn accounts over for collections when a borrower’s account is cancelled, postponed, or has deferred exemption from payment for any reason allowed under law, the promissory note, or any governmental regulations.

2.C.8 ACCOUNT PLACEMENT OPTIONS/METHODS

8. Specify all options/methods of placing accounts (e.g., paper, email, fax, secure website, etc.)

While GRC can accommodate client requests for manual placements involving paper and fax transmittal, these methods are less secure in protecting Personal Identifiable Information (PII) and therefore are not recommended. To enhance data security for the University and its borrowers as well as reduce time-consuming manual processes prone to error, we recommend submitting new business placements via any of the following methods:

- SFTP (defined below) wherein our team works with your IT team for set up purposes
- GRC encrypted client portal located at generalrevenue.com
- Password protected email transmission

The University can securely transfer data via these three options, which will protect PII and financial information and enable GRC to systemically upload the placement file efficiently and expeditiously, thereby enabling us to begin our recovery efforts 24 hours after receipt of the new business accounts.

2.C.9 LAWS AND REGULATIONS COMPLIANCE

9. Describe your firm’s process for remaining compliant with all current laws and regulations.

GRC’s sophisticated **Compliance Management System (CMS)** is comprised of stringent controls in place across our organization that ensure our ongoing compliance with federal, state, and local laws and regulations, including but not limited to the following.

2.C.9 Laws and Regulations Compliance Continued

Fair Debt Collections Practices Act (FDCPA) – Complete knowledge of and compliance with FDCPA is vital to GRC’s success. From day one of our new hire training program, we stress the necessity of friendly and ethical treatment of debtors in compliance with federal and state laws and regulations. Each collector trainee receives eight hours of FDCPA training, including best customer service tactics, and must pass an FDCPA test prior to making his or her first collection attempt. In addition, each GRC recovery operations employee is required to pass an annual FDCPA exam administered on the FIS® Regulatory University (RegU) platform for continued employment with the company. GRC ensures adherence to the FDCPA in part by randomly monitoring collection calls without a collector’s knowledge. This best practice ensures that each collector adheres to rules, policies and procedures and observes proper time zone calling, accurate documents accounts, and complies with FDCPA requirements and federal and state laws.

Telephone Consumer Protection Act (TCPA) – To maintain compliance with the Telephone Consumer Protection Act (TCPA), GRC requires its collectors to obtain direct consent from the debtor prior to performing predictive autodialing or leaving a pre-recorded message on a cell phone. The collector follows a mandatory script when asking for consent (see script below) and updates the account in the FACS® collection system to reflect if consent was obtained or declined.

Cell Phone Consent Script:

“To help us contact you more efficiently, may General Revenue Corporation contact you at this number using an auto dialer or pre-recorded messages?”

Compliance completes periodic reviews to ensure that cell phones are not automatically dialed without the proper consent. GRC also performs a daily scrub on our inventory to identify whether a phone number is a landline or cell phone.

Consumer Financial Protection Bureau (CFPB) – GRC reviews examination manuals and reports that the CFPB publishes and we continue to follow and stay abreast of upcoming regulatory changes that the CFPB is implementing. We continue to enhance our policies, procedures, training material, and testing and monitoring programs to ensure each covers applicable regulatory changes in the environment.

Unfair, Deceptive, or Abusive Acts or Practices (UDAAP) – As part of Navient, GRC has a UDAAP framework for evaluating risk across the company. The objective of this framework is to incorporate a UDAAP risk evaluation in process reviews and regulatory assessments. Results from the evaluation process assist with preventing potential UDAAP concerns, addressing existing UDAAP risks, or weighing options for remediation needed to correct consumer harm. Issues identified through the assessment of consumer harm are integrated in the Issues Management process and our compliance system of record according to our Enterprise Issues Management Policy.

Electronic Funds Transfer Act (EFTA) – GRC has established policies and procedures to ensure compliance with federal and state laws and regulations, including EFTA. GRC will avoid unfair, deceptive, and abusive acts and practices when processing recurring preauthorized electronic fund transfers (EFT), electronic fund transfers, and the collection of returned payment fees via EFT.

2.C.9 Laws and Regulations Compliance Continued

Fair Credit Reporting Act (FCRA) – GRC has implemented policies and procedures to comply with the various requirements of FCRA, including the data furnisher rule, the red flag identity theft prevention rule, and the obligations of users of consumer credit reports. These policies and procedures incorporate both preventive and detective controls designed to fulfill regulatory obligations.

Family Educational Rights and Privacy Act (FERPA) – GRC understands federal privacy protections when collecting student loan and general AR accounts. We comply with the Family Educational Rights and Privacy Act (FERPA) 34 CFR § 99.33(a)(2) and only use education record information for the limited purpose of collecting student accounts. GRC has policies and procedures in place as well as technological safeguards to ensure the information you provide to our offices for collection is protected. Also, GRC has no legal right to sell, share, or reuse data received from the University. Non-public information concerning the University, or its borrowers will not be shared with any third party without the University's express permission.

Gramm-Leach-Bliley Privacy Act (GLBA) – GRC has established standard privacy policies and procedures to ensure compliance with federal and state laws and regulations, including GLBA. GRC has no legal right to sell, share, or reuse data received from the University. Non-public information concerning the University, or its debtors will not be shared with any third party without the University's express permission.

Equal Credit Opportunity Act (ECOA) – GRC is firmly committed to compliance with both the letter and the spirit of fair lending laws, including ECOA and its implementing regulation, Regulation B. To reinforce GRC's policy of non-discrimination respecting all debtors, GRC employees receive fair lending training on an annual basis. Training includes an overview of ECOA (including prohibited bases), different types of discrimination, fair lending standards, and how to report fair lending concerns. Collections activities will not involve discrimination against debtors on a prohibited basis for the administration and treatment of delinquent accounts. GRC maintains operating procedures that collectors are required to follow to ensure there is consistency in payment resolution offerings. Loan and account modifications are completed according to program and internal guidelines. Call Monitoring is performed to ensure debtors are treated fairly and consistently throughout the collection process.

GRC complies with the Following federal laws and regulations:

- Bank Secrecy Act/USA Patriot Act
- CAN-SPAM Act and Telemarketing
- Electronic Funds Transfer Act (EFTA)
- Equal Credit Opportunity Act (Regulation B)
- ESIGN Act
- Fair and Accurate Credit Transactions Act of 2003 (FACTA) and the Red Flag Rule
- Fair Credit Reporting Act (FCRA)
- Fair Debt Collection Practices Act (FDCPA)

2.C.9 Laws and Regulations Compliance Continued

- Family Educational Rights and Privacy Act (FERPA)
- Federal Claims Collection Standards (4 CFR Parts 101-105)
- Federal Communication Act, specifically Sections 203 and 223 as they address the use of the telephone in collection activities
- Federal Family Education Loan Program (FFELP) guidelines
- Federal Trade Commission Act (FTC Act), Guidelines Against Debt Collection Deception
- Gramm-Leach-Bliley Act (GLBA)
- Office of Foreign Assets Control (OFAC)
- Privacy of Consumer Financial Information (Regulation P)
- Servicemembers Civil Relief Act (SCRA)
- Telephone Consumer Protection Act (TCPA)
- The Bankruptcy Code, as amended (11 U.S.C. 101 et seq.)
- The Privacy Act of 1974 (5 U.S.C. 552, et seq.)
- Third Party Servicer Regulations in Title 34, Code of Federal Regulations
- Title IV, Part B of the Higher Education Act (HEA) (20 U.S.C. 1071 et seq.)
- Truth in Lending Act (Regulation Z)
- Unfair and Deceptive Acts or Practices (Regulation AA)
- U.S. Postal Service regulations governing proper use of the mail in collection activities

Our Three Lines of Defense

Our Compliance Management System (CMS) is built upon a **Three Lines of Defense framework** – an industry best-practice approach to quality and compliance. As summarized in Figure 16 below, our Three Lines of Defense establishes clear policies and procedures at different levels within our organization to ensure that compliance controls are up to date and in place at all times and that regulatory changes are communicated to staff, included in training materials, and implemented at all levels.

2.C.9 Laws and Regulations Compliance Continued

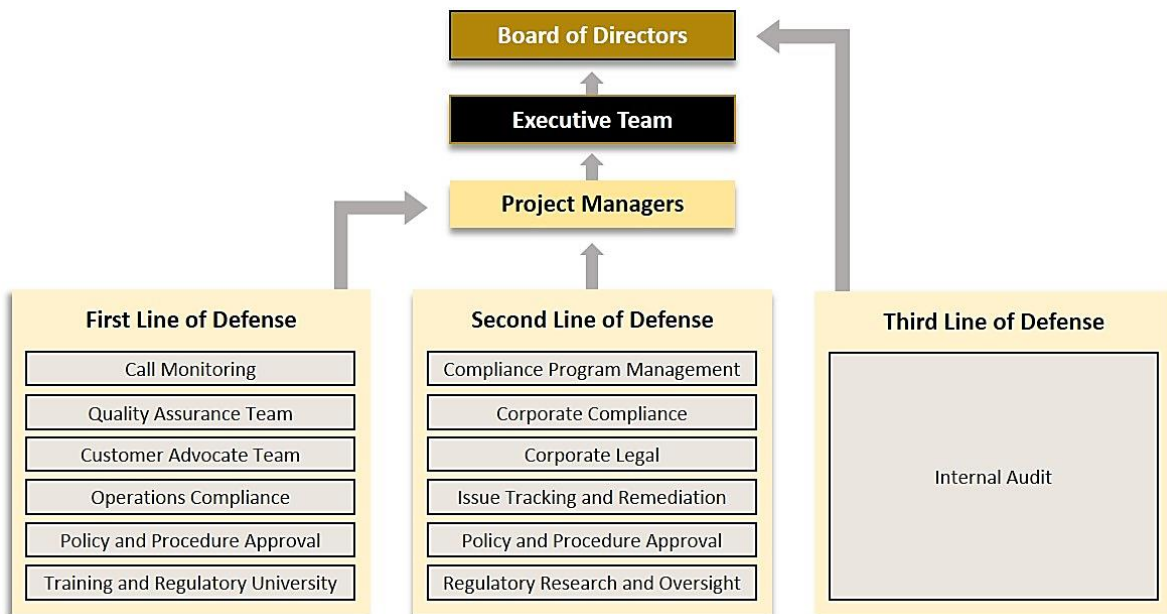


Figure 16: GRC's Three Lines of Defense. This enterprise risk management framework ensures compliance and quality through clearly defined roles and processes.

First Line of Defense

The First Line of Defense occurs “in the trenches,” with GRC’s Operations Management playing the primary role in ensuring compliance, quality, and performance. The Training and Business Processing Solutions Compliance teams provide critical support by maintaining a sound compliance management program and control environment and responding proactively to regulatory changes.

Operations Management

The first layer of accountability for compliance, quality, and planning rests with the Operations Management team, which includes Collection Directors, Collection Supervisors, Unit Collection Managers, and Senior Collection Managers. Operations Management ensures that appropriate commitments of resources and staff are available to oversee GRC’s compliance with applicable laws, regulations, rulings, and contractual requirements. This includes assigning experienced staff to the University’s contract when awarded and leading the interviewing and selection process if new employees are needed. Each “new hire” must pass a pre-employment background investigation that includes credit and criminal screening, complete pre-employment testing to gauge his or her work habits, and confirm that all student loans, including student loans for which they are cosigners, are in a current status. Once hired, the employee completes our comprehensive training program. GRC Operations Management is also responsible for designing the collections strategies that are employed to ensure performance meets or exceeds client expectations and requirements. Such strategies include daily work agendas, account segmentation, dialing plans, and Incentive Compensation Plans.

2.C.9 Laws and Regulations Compliance Continued***Training***

From day one of our new hire training program, and on a continuing basis through GRC's regulatory training, we teach employees the necessity of compliance with laws and regulations and interacting with debtors ethically and accurately, devoid of harassment, intimidation, false, or misleading representation. Our training program, is multi-faceted and delivered via various channels. A benchmark of our training program is **Annual Compliance Recertification, which GRC employees are required to pass for continued employment with the company.**

Business Processing Solutions Compliance

The Business Processing Solutions Compliance department is responsible for ensuring that proper internal controls exist to adhere to federal and state regulations. The department updates existing policies and procedures in response to significant events including but not limited to:

- New products, services, or processes
- Changes to existing products, services, or processes
- New laws, guidance, or regulations
- Changes to existing laws, guidance, or regulations
- First Line of Defense critical process testing, audit, or regulatory examination findings

2.C.9 Laws and Regulations Compliance Continued

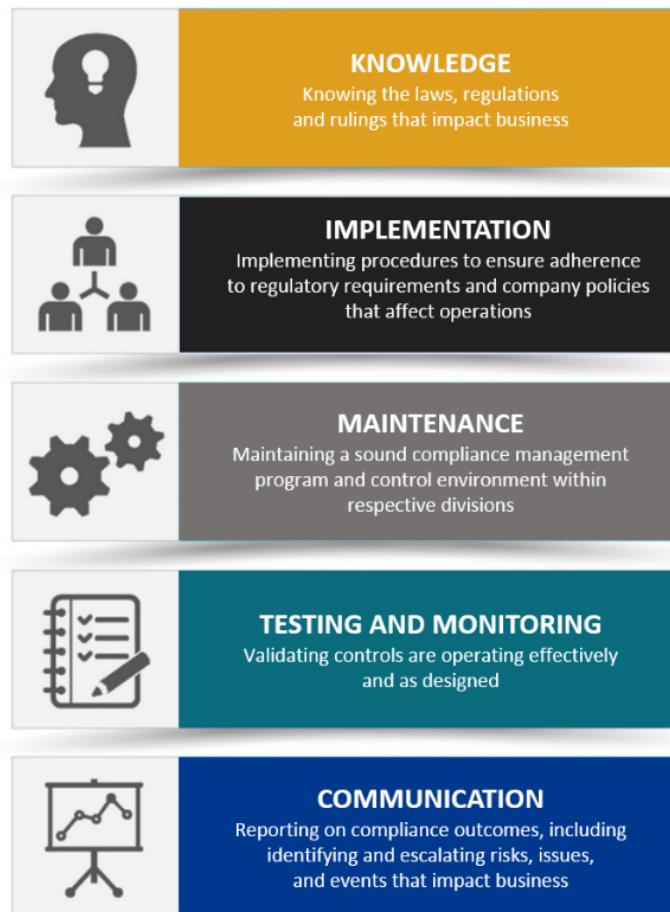


Figure 17: Solutions Compliance Activities

The Business Processing Solutions Compliance team and the Corporate Legal team review and approve all policies annually and procedures biennially, including scripts. This policy and procedure management process covers all materials to ensure complete adherence to regulatory requirements, along with each time a new or revised training document is created. Business Processing Solutions Compliance regularly distributes policy and procedure updates and other information to GRC employees via a Compliance Notification Resource Mailbox.

This business unit oversees the Call Monitoring Program and provides monthly Call Monitoring and Risk Management reporting to GRC's Senior Management. Department personnel maintain certification designations to ensure quality assurance and compliance. Specifically, Compliance's Manager of Collections Compliance maintains the Credit & Collection Compliance Officer (CCCO) Designation. This advanced designation provided by ACA International helps supply management with a comprehensive understanding of compliance policy in the debt collection industry.

2.C.9 Laws and Regulations Compliance Continued

Finally, Business Processing Solutions Compliance employs an independent Compliance Manager who is charged with reviewing major processes to ensure compliance with all existing processes.

Quality Assurance Team

The Quality Assurance (QA) team performs proactive reviews of accounts to identify various contract and compliance criteria before a potential concern arises. QA reports any accounts or areas of opportunity for improvement directly to Operations Management, which then reviews the accounts and takes the appropriate next steps to ensure compliance in a timely manner.

Client Relations and Audit Liaison Team

A dedicated Client Relations and Audit Liaison team coordinates communications and data exchange for operational, regulatory, state and client reviews, inspections and audits. This department plays an integral role in obtaining and reviewing documentation submitted in conjunction with audits and reviews, as well as management responses provided to client questionnaires and audit reports.

Second Line of Defense

Corporate Legal

The Corporate Legal department works with all Three Lines of Defense as a resource for information, review, and legal guidance concerning GRC. Legal approves new or revised collection notices prior to them being submitted to the University for final approval.

Corporate Compliance

The Corporate Compliance Division is also part of the Second Line of Defense. The Second Line of Defense is responsible for:

- Ensuring the robustness of the Compliance Program. This includes responsibility for the risk assessment framework, policies and company-wide procedures, training program, testing, monitoring, and reporting framework.
- Evaluating the quality of compliance in lines of business and advising them on enhancements.
- Advising lines of business on managing risk and reward.
- Monitoring and consulting lines of business on emerging issues.
- Reviewing and analyzing management reports, data, and reporting to senior management and the Board of Directors on compliance.

Corporate Compliance reviews each policy and procedure at least once a year and works with GRC to approve the content and provide consistency in policy and procedure format, maintenance, and historical tracking.

2.C.9 Laws and Regulations Compliance Continued

Third Line of Defense

The Internal Audit team is the Compliance Management System's Third Line of Defense and provides an independent, periodic assessment of compliance with borrower protection laws, regulations, and adherence to internal policies and procedures. The Internal Audit function has established a recurring quality assurance process to ensure compliance with the Institute of Internal Audit (IIA) standards. Further, upon evaluation by an independent third party for quality assurance with the IIA standards, the Internal Audit department received a "generally conforms" rating, the highest possible rating given.

New processes are tested to ensure any potential gaps are identified and resolved prior to formal implementation. Periodic audits of new processes are conducted to identify controls and deficiencies, test the effectiveness of controls, and report testing results and knowledge gained to management to enhance best practices.

Corporate Compliance is responsible for the development and implementation of line of business and/or client-specific policies and procedures. Both Corporate Compliance and Internal Audit conduct periodic audits or testing to ensure adherence to client and regulatory policies.

Concierge Style Service from GRC

The University will receive concierge style client service from GRC's Client Services and Account Management team who will perform the functions outlined in the table that follows.

GRC's 2017 Client Survey Results
*featured excellent customer
service ratings for service
provided by our CSRs.*

Client Services Training	Our training platform is unique to servicing clients by specializing in processes and procedures with modules on state, federal, and local regulations. This training is in addition to our comprehensive training in collection operations, system capabilities, compliance, and code of conduct.
CSR Dedicated to Each Client	Each client is provided its own dedicated CSR. The CSR serves as the client's dedicated liaison who is knowledgeable about each client's unique servicing requirements, recovery goals, and contract terms. The CSR will acknowledge receipt of the client's email and/or phone call within two hours.
Buddy System	Should the CSR be unavailable, the CSR's "buddy" services as a backup to provide the same high level of client service as the dedicated CSR. This ensures servicing needs are continuously met and/or exceeded.
Email Monitoring	Management performs monthly email monitoring of Client Services Representatives (CSRs) and rates their performance. The categories monitored are grammar/content, resolution of the inquiry, and response time.
Telephone Monitoring	Management performs monthly telephone monitoring of CSRs and rates their performance. The categories monitored are greeting/salutation, etiquette, listening skills, and closing/gratitude.

2.C.9 Laws and Regulations Compliance Continued

Notation Monitoring	Management performs monthly notation monitoring of Client CSR documentation of our FACS® system of record. This review process ensures the CSR enters notes on every account they investigate as part of their due diligence when servicing the University's inventory of accounts. The categories monitored are documentation occurred (Y/N), content, and response time.
Reports Monitoring	Management monitors the daily, weekly, and monthly Inventory Management Reports that are assigned to each CSR to ensure completion of these tasks.
Account Reconciliation	Management performs a monthly account reconciliation with the billing servicers to ensure the account balances on the servicer's system of record are consistent with ours.
Client Surveys	Periodic client surveys are released to clients to solicit their feedback on our performance and if feasible, enhancements are developed and implemented in accordance with client recommendations.

Figure 18: Techniques to Ensure Quality Customer Service to Clients

Client Services Representatives

The Client Services and Account Management department serves as a daily resource for clients. Our staff has a wealth of experience in providing information and assistance to clients, and they are fully versed in collection procedures and federal/state regulations and in the collection industry. **Our Client Services and Account Management team members average 10 years of service with GRC.**

Client Services and Account Management Department

This department is staffed by 22 experienced professionals who are available to assist the University as needed.

While CSRs service multiple clients, their focus is to only service one client at a time to ensure their full attention is concentrated on the University until the matter is resolved to your satisfaction. The Client Services and Account Management Department continually works with clients to understand what is important to them and why, and then creates processes, procedures, and tracking measurements to enhance collection services.

To effectively initiate our relationship with the University, the dedicated CSR, Chris Hudson, will host an introductory call, so the University can share its personalized preferences regarding servicing requirements. For example, if you prefer email communication rather than phone communication or a combination of both, the CSR will memorialize these preferences to ensure we adhere to your specifications.

2.C.9 Laws and Regulations Compliance Continued

Chat Feature

The chat feature is an efficient interactive tool that is displayed throughout the GRC web Portal and allows the University to click on a “Contact Your CSR” icon to email its dedicated CSR. The University can send an email directly to the dedicated CSR, who is committed to servicing them based on understanding their contractual and preferential nuances. This chat feature is well received by our clients and ensures the CSR is available to receive and respond to your inquiries.

Client Services Buddy System

Client Services and Account Management works in a collaborative partnership to deliver excellent customer service. GRC has implemented the “buddy” system to ensure optimum client service is provided regardless of absences. Each CSR’s “buddy” has access to the CSR’s email and can respond in his or her absence. Each buddy is cross-trained and is knowledgeable and aware of the University’s specific needs to ensure the University will receive high quality service if the dedicated CSR is unavailable for any reason. Furthermore, our CSRs have access to the most recent debtor account information and can quickly respond to the University’s needs, if necessary.

Client Support Hours and Toll-Free Numbers

Client Services and Account Management is available from 8:00 a.m. to 6:00 p.m. EST Monday through Thursday and Friday from 8 a.m. to 5:30 p.m. EST to address the University’s concerns. During these times, CSR Chris Hudson or his backup will also be available. This schedule enables us to support the University and its borrowers at convenient times in all time zones. We also provide client support through voicemail, email, and our website.

The department maintains toll-free phone and fax numbers to accommodate the University’s inquiries.

Client-Driven Improvements


GRC conducts client surveys conducted on an annual basis. Through the survey, we obtain free-form comments in addition to ratings of our products and services based on client experiences. We are very proud of our survey results and constantly striving to provide the best customer care and client service.

GRC seriously considers suggestions presented by our clients and will vet the ideas and explore possibilities of implementing those recommendations whenever possible. Over the past three years, we successfully implemented five enhancement ideas submitted by our client via our Client Portal.

To supplement client surveys, GRC’s Client Services and Account Management team, Director of Sales, and Director of Operations may make outreach to the University to personally discuss GRC’s client service to gain critical feedback on how to improve the client service experience.

2.C.10 STUDENT FINANCIAL ASSISTANCE COMPLIANCE AUDIT LETTER

10. Provide a copy of your firm's most recent federally required Student Financial Assistance compliance (attestation) audit letter.

 GRC provides this letter in the **Attestation** tab of the Attachments section of our response.

2.C.11 FEDERAL FAIR DEBT COLLECTIONS PRACTICES ACT (FDCPA) COMPLIANCE

11. Discuss your firm's compliance with the Federal Fair Debt Collection Practices Act (FDCPA). Specify any areas of previous non-compliance and corrective actions taken.

Complete knowledge of and compliance with FDCPA is vital to GRC's success. From day one of our new hire training program, we stress the necessity of ethical, courteous, and respectful treatment of debtors in compliance with federal, state, and client rules and regulations.

Collector trainees receive eight hours of FDCPA training, including best customer service tactics, and must pass an FDCPA test prior to their first collection attempt. In addition, GRC recovery operations employees are required to pass an annual FDCPA exam for continued employment with the company administered through the RegU training platform.

GRC ensures adherence to the FDCPA by randomly monitoring collect agent calls (without the collector's knowledge). Our QA team evaluate proper debtor treatment, observance of time zones, and accurate system documentation.

2.C.12 GRAMM-LEACH BLILEY ACT COMPLIANCE

12. The Contractor shall comply with the Gramm-Leach Bliley Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty, and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information. Provide a copy of your firm's Gramm-Leach-Bliley Act Safeguard Policy and describe how your firm maintains best industry practices as it relates to compliance with this act.

GRC's CMS and ongoing training program ensures we stay abreast of laws, rules, and regulations that govern the debt collection and education finance industries. As a service provider, GRC has established standard privacy policies and procedures to ensure compliance with the Gramm-Leach Bliley Act as follows:

- Develop and Conduct a Risk Assessment
- Implement and Maintain a Comprehensive Information Security Program
- Implement Safeguards to Control Risks Identified Through Risk Assessment

Gramm-Leach-Bliley Privacy Act (GLBA) Safeguard Policy

GRC has established standard privacy policies and procedures to ensure compliance with federal and state laws and regulations, including GLBA. GRC has no legal right to sell, share, or reuse data received from the University. Non-public information concerning the University, or its debtors will not be shared with any third party without the University's express permission.

2.C.12 Gramm-Leach Bliley Act Compliance Continued

- Regularly Test/Monitor Effectiveness of Safeguards and Adjust Information Security Program
- Oversee Service Providers
- Report Status of Information Security Program to Board or Appropriate Level Management
- Committee on an Annual Basis

GRC's Gramm-Leach-Bliley Act Safeguard Policy is incorporated as part of our extensive training program. In the first week of new hire training, trainees receive instruction on federal and state laws and regulations, including the Gramm-Leach-Bliley Act. GRC provides continuing education to collectors through collection floor meetings, small and large group meetings, team meetings, and e-learning resources. Training sessions emphasize federal and state regulations. GRC collection staff must complete annual compliance training and recertification to maintain their employment. Compliance training and recertification are managed through FIS® Regulatory University (RegU), our online, interactive training platform. RegU contains a library of more than 250 courses on relevant topics such as federal and state laws and regulations, risk mitigation practices, the company's Code of Business Conduct, and Security Awareness Training. Courses use real-world scenarios based on actual cases or enforcement actions. Courses are assigned to employees based on their roles and must be completed by specified due dates.

Security Overview

As the largest servicer of Federal Family Education Loan Program (FFELP) Student Loans and a contractor to the federal government for other servicing contracts, Navient, parent of GRC, is fully compliant with the Federal Information Security Management Act (FISMA), IRS Publication 1075/4812, the Federal Financial Institutions Examination Council (FFIEC), and other state mandated frameworks. As such, Navient and its subsidiaries take security seriously, offering state-of-the-art systems supported by highly qualified technology and security professionals.

As the parent of GRC, Navient's Corporate Information Security Program (CISP) is based on these federal regulations as well as commercial compliance regimes such as Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA) requirements. In aggregate, these form powerful protective measures that comprehensively safeguard the confidentiality, integrity, and availability of data and information assets managed by Navient on behalf of our varied and diverse clients.

As part of Navient, GRC's network, system, and application security is managed and supported by Navient's Corporate Information Security (IS) team. A continuously improving, comprehensive security plan safeguards client information.

At the core of GRC's security management strategy is the **Triple Layer Defense**.

2.C.12 Gramm-Leach Bliley Act Compliance Continued

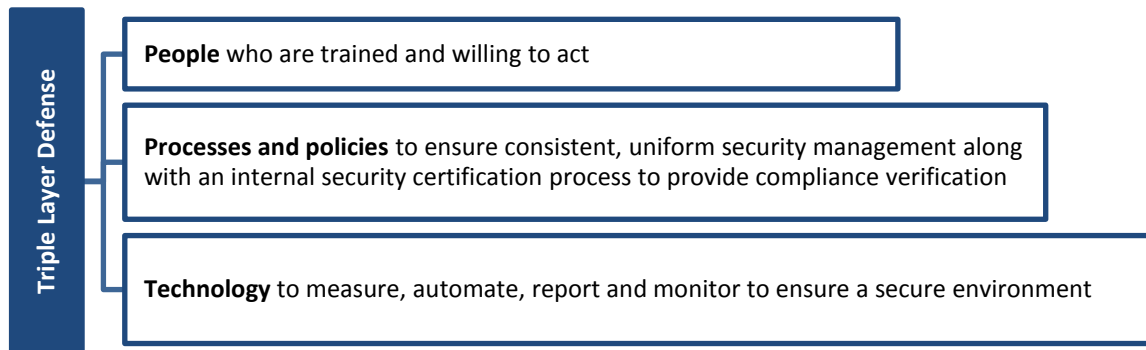


Figure 19: GRC's Triple Layer Defense. Our three-pronged approach to compliance and quality ensures information security at the highest level.

GRC's security plan combines strategies and policies, deployment management, technical solutions and architecture, and processes and controls to mitigate risk during the life cycle of a client's contract. The security plan is continuously improved as part of the application and infrastructure design process and change management, adding continuing value by safeguarding information.

Regular reviews of policies, procedures, guidelines, and laws are conducted by the security team and supported by Navient's legal, internal compliance, and policy development teams. In addition, external compliance audits are performed regularly by the agencies for whom GRC serves as data custodian. These audits provide validation of the security posture GRC maintains in support of our various clients and their customers.

2.C.13 CODE OF VIRGINIA – COLLECTION FEE REGULATIONS

13. Specify if your firm rules on the Code of Virginia for collection fee regulations or the codes of the residing state of the debtor.

GRC's standard procedures ensure compliance with applicable federal and state level regulations including rules related to the collection of all accounts receivable due to the Commonwealth as delineated in the Code of Virginia—Virginia Debt Collection Act. GRC follows the Virginia Code in reference to collection fees, not the residing state of the debtor.

2.C.14 NATIONAL CREDIT BUREAU REPORTING

14. Describe your firm's process for reporting referred accounts (with the exception of Federal Perkins Loans) to national credit bureau(s). Describe the process for making necessary corrections when an account is reported in error.

GRC provides credit reporting for University, if requested. GRC reports complete file updates to the three major credit reporting agencies:

2.C.14 National Credit Bureau Reporting Continued

- Transunion
- Equifax
- Experian

Process

The University will determine which accounts are reported to the credit reporting agencies based on written parameters such as debt type, number of days past due, and minimum balance size. To comply with federal regulations, for each account the University must provide GRC with the borrower's first and last name, street address, city, state, zip, Social Security number, date of birth, and the first date of delinquency. Credit reporting agencies do not accept accounts without this data, which is used to track the seven-year limitation.

We prefer the University include the name and contact information for the person submitting the debt.

GRC will work with the University to develop a strategy to report the debts after placement (i.e., after 30, 60, or 90 days on amounts greater than a specified dollar amount). Our reporting of our entire credit reporting database occurs monthly, by the second business day following the previous month-end of activity. Our credit file captures the previous month's activity of every credit reporting account, including demographic, balance, and closure account changes. Even if no activity occurred on a credit reporting account during the previous month, the account is included in our monthly credit file to the three major credit reporting agencies.

Parameters for Credit Reporting

If the University requests credit reporting, we must list the account with the credit reporting agencies as a collection item. The descriptor used identifies "General Revenue Corp." as the Data Furnisher providing the account information; the University will be listed as the Original Creditor. The account will continue to be updated if it remains a collection item with GRC; however, once the account is closed and returned to the University for any reason, our trade line will be deleted at all three major credit reporting agencies. If the account is paid in full (PIF) or settled in full (SIF), it remains on the borrower's credit report for a period not to exceed seven years from the first date of delinquency. We supply the standardized account information as required in the Metro 2 format as defined under the Fair Credit Reporting Act (FCRA).

If a borrower disputes an account that credit reports, we will suspend collection activity on the account while the dispute is investigated. Based on the outcome of the dispute, GRC may remove our trade line from the three credit reporting agencies.

2.C.15 PERKINS LOAN BILLING AGENTS

15. Describe how your firm will work with Billing Agents that are responsible for Perkins Loan Payments.

GRC has established excellent working relationships with all the billing agents such as ECSI, UAS, Campus Partners and UNISA. We partner with each billing agent to effectively service our mutually shared clients by viewing accounts on their system of record so we may post consolidations paid directly to you or the TIVA. We will either post consolidations/direct payments directly from the billing service or we will contact the University to obtain payment information on each account, whichever method is preferred by the University.

Our goal is to facilitate the collection of consolidation funds in an expeditious manner to maintain accuracy on the student-borrower's account and update the University's Invoice Statement (remittance) with the posting of the payment, thereby generating satisfaction from both the borrower and the University.

Billing Servicer Reconciliations: Internally, as an added value service to the University, we perform monthly reconciliations between each billing services' inventory file to our FACS® system of record to ensure we have all the accounts assigned to us that we are entitled to collect. Through this monthly reconciliation process, GRC identifies accounts in a bi-directional method to accomplish the following:

- Accounts that are open on our system and closed on the billing services' system
- Accounts that are not on our system and open on the billing services' system

In both instances, we make outreach to the University to obtain clarification on any account in question. This process allows either the billing service and/or GRC to update our records, so we align with each other to appropriately service the accounts assigned to us.

Billing Servicer Payfile/ACH: GRC submits monthly remittances via ACH for ECSI, GRC's ACH vendor, by the second business day of each month. Once the ACH is received, ECSI will pull its monthly invoices from the GRC website using the Consolidated Print Queue function mentioned previously. Once the invoices are printed, ECSI will begin posting the payments on the University's accounts.

GRC also transmits an electronic payfile to ECSI at the beginning of each month automating the posting of payments. We have reduced posting time from four days to four hours by transmitting the payfile electronically and funds via ACH.

2.C.16 CASH-HANDLING PROCEDURES AND CONTROLS

16. Describe your firm's cash-handling procedures and controls.

At GRC, all payments are processed and recorded in a secure, limited-access department. To ensure controlled access to Payment Processing areas, GRC locations use electronic card keys to control building and department access. Closed circuit television (CCTV) monitors exterior, ground level, and other entry points.

2.C.16 Cash-Handling Procedures And Controls Continued

Cameras record continuously to ensure that documentation of a breach. GRC's uses a Visitor's Log for any staffer who does not have badge access credentials into the Payment Processing Department to ensure "authorized access" to that environment.

The following examples of our standards and processes illustrate our commitment to quality in Payment Processing:

- Collectors instruct debtors to send all check or money order payments directly to GRC's designated post office box or they will set up automatic electronic funds transfer (ACH), Pre-Authorized Check (PAC), or credit or debit card payments, within our FACS collection system. Payments received in the designated post office box are delivered by bonded courier service directly to GRC's Payment Processing Department.
- Under closed circuit television two or three designated Payment Processors open and sort payments from non-payment mail and non-payment mail is then delivered to the mailroom. After delivery of non-payment mail to the mailroom, the payments received are batched in increments of approximately 75-100 payments, totaled and are entered onto the mail log by the receiving processor. A different processor manually enters the mail batch to the debtor's account within the FACS collection system. The processors then balance the physical batch amount to the posting batch amount (amount shown entered on the system to the amount of payments processed). Once the batch is balanced and reviewed by a second processor it is released to post on the system. This process ensures proper segregation of duties are continued throughout the process. Segregation is maintained to prevent error and fraud by ensuring that at least two individuals are responsible for the separate parts of any task.
- Pre-Authorized Checks (PACS) and payments received in the mail (personal checks, money orders) are processed by Payment Processing through Remote Deposit Capture (RDC) within the department. RDC captures an image of the payments and electronically remits the deposit to GRC's financial institution. The payment instrument is then stamped on the front in red-ink "Electronically Presented" preventing the item from being deposited a second time.
- GRC's Payment Processing posts payments received within 24 business hours into the FACS® collection system unless there is specific reason to hold the payment.
- All paperwork containing NPI information is properly disposed of in a secured shred bin.

2.C.17 NON-SUFFICIENT FUNDS (NSF) PROCESS

17. Describe in detail your firm's process in the event a Non-Sufficient Funds (NSF) check is returned from a debtor's payment.

GRC receives and documents bank returns (e.g., Non-Sufficient Fund (NSF) account closed, unable to located) daily. When the bank notifies GRC of a payment return, Payment Processing reverses the payment transaction in our FACS® collection system. Payment Processing notifies Operations daily of any returns. These returns are prioritized to the top of calling lists and queues (along with "broken promises" and new business). Collectors will call daily until contact is re-established and the funds are recovered.

2.C.17 Non-Sufficient Funds (NSF) Process Continued

A hold period of up to 14 days can be placed on any non-certified funds (i.e., ACH, PACs, personal checks) before remitting to the University.

2.C.18 COLLECTIONS ON DISPUTED ACCOUNTS**18. Describe your process of pursuing collections on accounts that are disputed by either the debtor or the debtor's attorney.**

Disputes surrounding the validity and/or balance of a debt are likely to arise from time to time. GRC strives to resolve disputes diligently through careful examination of the facts. Verbal and written disputes are reviewed to determine the nature of the dispute. Our collection system is documented to reflect:

- Reason for dispute
- Date of dispute
- Information requested by the debtor pertaining to the debt

Following the receipt of a dispute, GRC will work with the University to provide the debtor with validation of debt. During this time, the account will be placed in a dispute code and collection activity will be suspended until we have received the appropriate documentation that validates the debt. Once documentation is received from the University, it will be provided to the debtor, and we initiate next steps based on the University's recommendation.

If we encounter a possible fraud situation regarding a borrower's account, we submit all relevant documentation and an informational summary to the University. During the review process, GRC will suspend collection activity until further notice is received or other action is specified by the University.

Purging Accounts

There is no purging of accounts under the dispute resolution process.

Cancelling and Returning Accounts

If the account falls under a Red Flag dispute (i.e., "not my debt"), the account will be closed and returned to the University within 30 days of the notification being sent to the University requesting validation of debt. We will send the University a series of four systemic email notifications, in conjunction with phone calls from the dedicated Client Services Representative, during the 30-day time period to ensure we receive the validation of debt to prevent the account from closing.

If the account is a non-Red Flag dispute (i.e., explain the balance), the account will not close the account, however, we will issue a series of four systemic email notifications during a 65-day period to obtain the validation of debt.

2.C.18 Collections on Disputed Accounts Continued

Removing the Account from the Debtor's Credit File

When an account is closed due to any reason other than Paid in Full (PIF) or Settled in Full (SIF), our trade line will be removed from all three major credit bureaus. However, if the account is PIF or SIF, our trade line will remain at the credit bureau agencies for a period of time not to exceed seven years from the date of delinquency in accordance with the Fair Credit Reporting Act (FCRA). Accounts will be captured each calendar month and transmitted at the beginning of the following month to the credit bureaus as follows:

- Accounts that were disputed will be updated to reflect that status
- Accounts with demographic changes will be updated with the current information
- Accounts that have closed as non-PIF or non-SIF will be delete
- Accounts that have closed as PIF and SIF will remain at the credit bureaus for a period of time not to exceed seven years from the date of delinquency

2.C.19 ADMINISTRATIVE AND SUPPORT SERVICES

19. Describe in detail the administrative services and support services (to include automated support/collection software) provided.

Our **Ontario Systems Flexible Automated Collection System (FACS®)** will serve as the collection system of record for the University engagement. FACS® is supported by a dedicated team of IT professionals with extensive experience in application development.

Processing Collection Accounts

FACS® efficiently processes collection accounts without requiring a significant investment of time for set-up or interface. FACS® uses the Caché database provided by InterSystems, which allows for high volume, high speed transactions while providing the necessary data protection for selected critical fields.

FACS® powerful features include the following:

- Collector interface for access to account information, prompt and accurate input of account information, and maximization of collection time.
- Calculation of principal, interest, and projected collection costs on a borrower's account in compliance with federal, state, and local laws and client requirements.
- Functionality to ensure collectors comply with all federal, state, and local laws, e.g., number of collection attempts.
- Calculators that help collectors determine appropriate, reasonable, and affordable payments for borrowers.
- Ability to create customized reports for the client and for collection managers.

2.C.19 Administrative and Support Services Continued

Collection Activity Documentation

Collectors document all collection activity on an account on FACS® including inbound and outbound calls, manual skip-tracing to locate borrowers, correspondence and related documentation received from borrowers, collection letters sent to borrowers manually, borrower comments, collector's notes, and updated account information such as a new telephone number or address. Each GRC collector is monitored to ensure every account is properly documented. Once stored on the account, documentation cannot be modified or removed.

Account history is available for inspection and audit by the University's representatives at any time.

GRC scans all borrower correspondence and related documentation (such as promissory notes) and attaches the electronic images to the borrower's account by using the DisQ imaging system, which is integrated with FACS®. Collectors can easily view these documents on the system and can electronically send this material to the borrower or the University.

All original documents are saved and stored at an outside, secure storage vendor. Records are maintained on FACS® for up to seven years per state law, and then account information is archived.

CallMiner® Speech Analytics

GRC uses powerful speech analytics software, CallMiner, to monitor quality assurance and compliance on every collection call made. CallMiner assesses the relative risk level of each call based on the call's conversational content such as key words or phrases and indicators of stress such as long periods of silence (see Figure 20). Based on this ongoing analysis, GRC can quickly and efficiently provide feedback and training to collectors. This in turn reduces complaints from borrowers and improves collection rates for University Components.



Figure 20: CallMiner. CallMiner provides valuable analysis in near real-time.

2.C.19 Administrative and Support Services Continued

CallMiner indexes every **collector-debtor** interaction, allowing GRC to **identify trends by searching** any combination of metadata, words and phrases, contact categories, or manual tags (Figure 21).

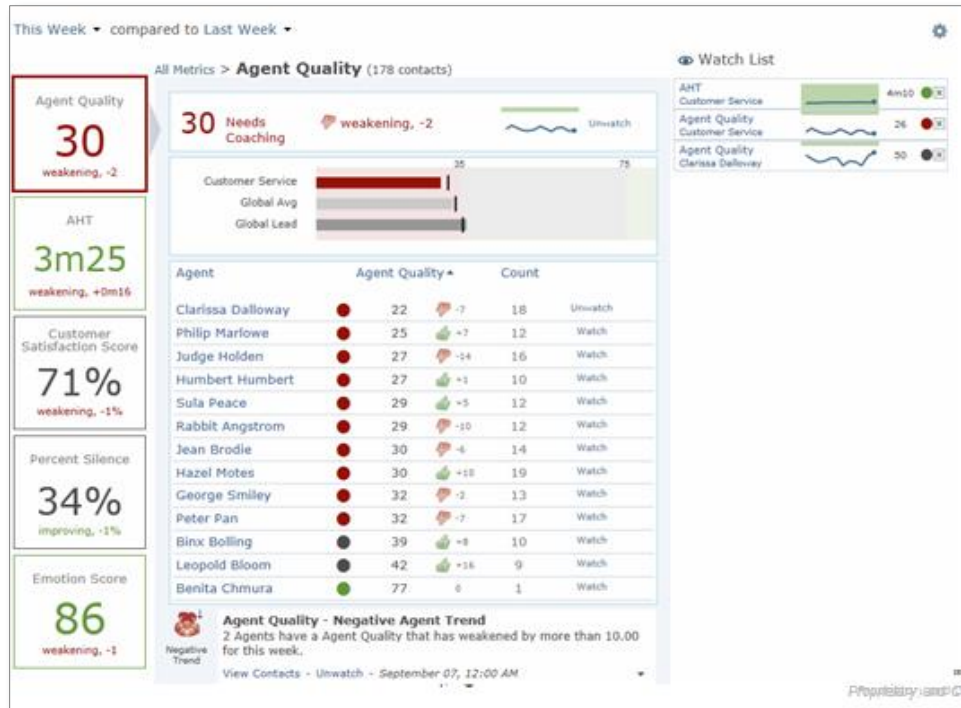


Figure 21: Comprehensive Analysis. CallMiner improves collector compliance in interactions with debtors.

2.C.20 RETURNING UNPAID ACCOUNTS

20. Describe the process and timeline for returning unpaid accounts to the VASCUPP institution.

GRC will make every possible attempt to recover the University’s accounts. We ensure we have exhausted all reasonable means to locate the borrower and secure payment before deeming the account uncollectable. Once we verify and document these efforts, we close and return the account to the University. There may be instances when collection activity does not resolve a debt, or when we must close and return an account to comply with applicable state or federal laws (e.g., GRC closes and returns accounts upon notification that the borrower is serving in active duty military). In these instances, we provide documentation for the University in our monthly “Close & Return Report” to specify the collected amount with an audit trail for each closed account. Closed account information is also reflected on our Debtor Status Report (see page 66 for more information about monthly reports we provide to the University). We archive records of closed accounts for a minimum of seven years. We understand that the University may occasionally recall accounts that are assigned to GRC and as such, we will comply immediately with these close and return requests.

2.C.21 TRANSITION

21. Describe how your firm would handle the transition from another Contractor to your firm. Identify issues to be addressed and describe the steps your firm would take to minimize the impact on the VASCUPP institution.

The transition from another Contractor to GRC is simplified based on our structured implementation process that is seamless to the VASCUPP institution. Our onboarding team utilizes their expertise to effectively capture your contractual requirements and servicing preferences to ensure your setup in our FACS® system of record is accurate to receive account placements. In this section, we provide an outline of an initial contract transition time line with milestones and detailed listing of responsible parties.

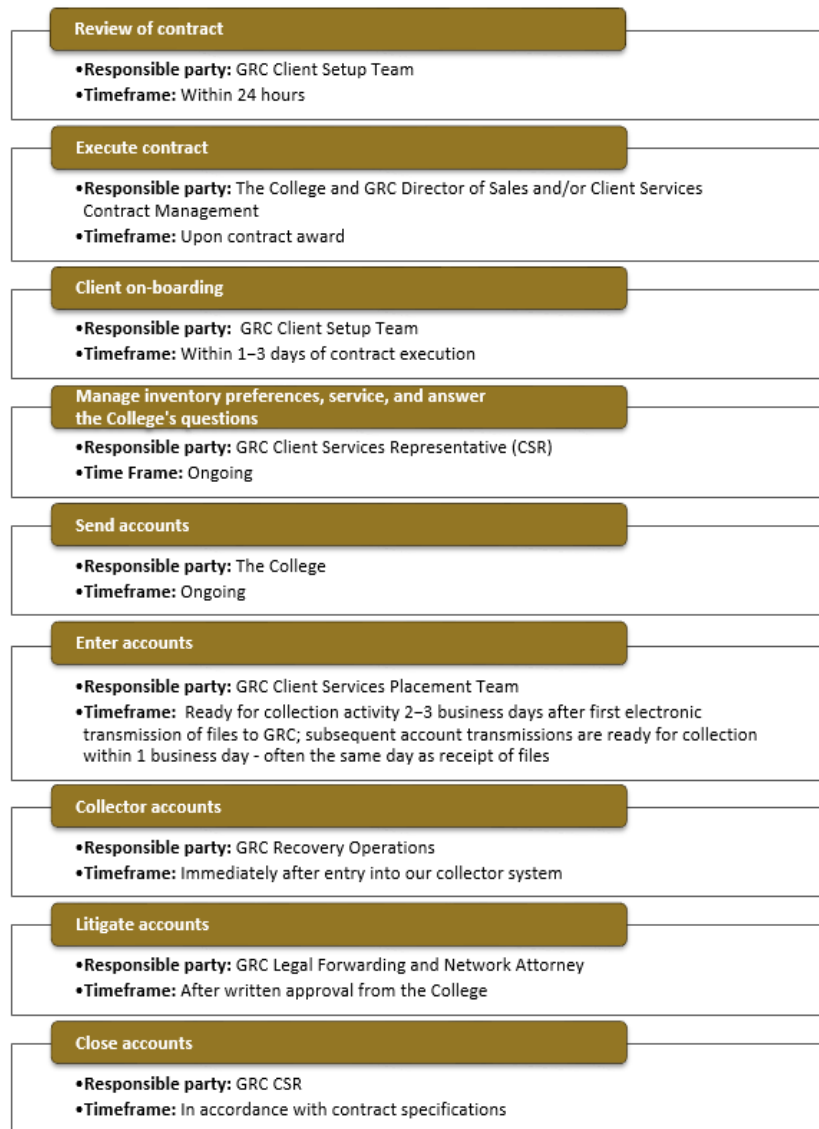


Figure 22: GRC's Contract Implementation Process

2.C.21 Transition Continued

Implementation Responsibilities by Department

Operations Department

GRC Management develops an Operational Plan for the University's contract, which includes the selection of a trained collection staff and a customized collection strategy that will maximize recoveries for the University. The Operations Department further enhances our services on the University's accounts by working in conjunction with the Client Services and Account Management team and Sales to continually review and modify collection strategies. Operations also makes sure all accounts are collected in accordance with the University's policies. Operations creates customized benchmarks for the collection staff to ensure all accounts are being worked thoroughly to meet the University's recovery goals.

Information Technology Department

GRC's extensive background in delivering industry-leading information technology in a highly secure environment is built on 36 years of experience. GRC's information technology and security procedures are supported by Navient's Information Technology (IT) Organization, consisting of IT professionals with expertise in infrastructure, telecom, data, application support, information security, data processing, and computer operations. Our IT infrastructure features the latest collection software and hardware.

IT professionals set up any necessary network and hardware infrastructure, directories, programming of collection software for file layouts, and testing of file layouts to prepare for the University's account placements. As part of the client setup process, IT provides the client name, new Client ID(s), and copies of the Client Specification Sheet(s) to the applicable departments. They issue Work Requests announcing collection system setup and advising that collection processes can be initiated.

Client Services and Account Management – Client Setup, Contract Management, and CSR

The Client Services and Account Management Setup Team performs a pre-contract review to ensure the contract being created matches the Financial Planning Committee's approval and there are no systemic limitations that would prevent us from fulfilling the requirements identified in the University's contract. This pre-contract review is another layer of our onboarding process to ensure the University's needs and expectations are not only met but are exceeded.

The CSR provides the University with a single point of contact during the implementation process and throughout the University's experience with GRC.

When the University returns the contract signed the Client Services and Account Management team routes the document internally to obtain the GRC Executive's signature.

Once the contract has been executed, the Client Setup Team and the Director of Sales partner to create the client specification form used to capture the University's setup specifications. The Setup Team then conducts an onboarding call with the University to ensure all the University's preferences are captured. The Client Setup Team finalizes the client specification form and provides approval to have the data entered into our FACS® system of record.

2.C.21 Transition Continued

Our CSR will host an introductory call with the University to detail the role of and services provided by this department. The CSR will serve as the University's liaison to ensure the University's needs are met and exceeded. The CSR will partner with GRC business areas to offer the account assignment method that is most convenient for the University, create any customized reporting needs, conduct demonstrations of the website portal, and inform the University of the many services we offer to them. Throughout the life of GRC's relationship with the University, the CSR answers any questions and manages account preferences.

Compliance and Internal Audit Departments

The best practices of the Compliance and Internal Audit Departments include comprehensive procedures that ensure the highest level of service on the University's contract. These procedures include compliance requirements, procedures for monitoring contractual commitments, and internal audit tests that may be performed on a periodic basis. Throughout the implementation process, these departments will ensure GRC adheres to all state, federal, and local laws.

Quality Assurance Department

The Department verifies the University's information has been properly configured in our FACS® system of record.

Payment Processing Department

The Director of Payment Processing will partner with the University as needed on the implementation of the payment processing function and will maintain this relationship throughout the term of the contract. GRC offers flexible payment processing options for the University and a multitude of payment options for borrowers. The Payment Processing staff is experienced and adept at handling payments for college and university client contracts.

Performance Development

GRC's leading-edge training techniques ensure that every collector is qualified and knowledgeable who will protect the interests of the University and treat every borrower with the utmost respect, dignity and courtesy. GRC Performance Development will work in concert with the Operations Department to ensure all collectors are in strict adherence with the University's policies and procedures.

Human Resources

The Human Resources Director will ensure staffing levels are optimized to achieve recovery goals set forth by the University that includes reassigning tenured staff and hiring new team members. GRC advertises in newspapers and employment websites to highlight our employee benefits and income potential. Our recruiters also attend job fairs and conduct periodic open interviews.

2.C.22 REPORTS

22. Describe in detail all reports that will be provided to the VASCUPP institution and the frequency for providing them. Submit a sample of each standard report.

GRC's standard reports are posted on GRC's website on the second or third business day monthly. The University be notified via email when new reports are available. During the introductory call performed by the University's dedicated CSR, Chris Hudson, he will train the University's staff to use GRC's online Client Portal and to view, download, and print reports. The types of reports prepared with distribution frequency are listed below. GRC provides sample reports in the **Reports** tab of the Attachments section of our response.

Report Name	Format	Frequency
Acknowledgment Report (ACK)	PDF or Excel	As new business is entered
Balance Report	PDF or Excel	Monthly
Bankruptcy Report	PDF or Excel	Monthly
Cohort Summary Report	PDF or Excel	Monthly
Closed Accounts Report	PDF or Excel	Monthly
Debtor Status Report (DSR)	PDF or Excel	Daily, Monthly, and Annually
Demographic Report	PDF or Excel	Weekly every Tuesday
Invoice Statement	PDF	As needed
Placement Analysis Report (PAR)	PDF or Excel	Monthly

Figure 23: GRC's Standard Reports. Typically, reports are ready on the second or third business day of each month. The University can be emailed when new reports are available.

GRC Standard Report Descriptions

Acknowledgment Report (ACK), as new accounts are entered into Flexible Automated Collection System (FACS®), the system automatically generates an ACK. The ACK, which shows the borrower's name, account number, and dollars placed for collection, provides a cross-reference and audit trail for the University. The University can choose to get email notifications the business day after a new placement file has been received and loaded into our FACS system.

Balance Report provides a breakdown of various charges and balances for each open account at the end of the month. The report includes the University's account number, borrower's name, original balance, principal balance, interest balance, collection cost balance, total balance, and last payment date and amount.

2.C.22 Reports Continued

Bankruptcy Report, the University will receive a daily condensed Bankruptcy Report via email every time there is an update to the bankruptcy status on the University's accounts. The University can review and download a monthly, cumulative bankruptcy report that provides more bankruptcy details such as case number, location of the filing, etc. from the website.

Cohort Summary Report provides the status of each borrower's cohort account, including client account number, partially masked student SSN, total calls, total contacts, letters sent, date placed, date last worked, account status, account balance, and date closed. A performance summary of our cohort collection efforts is also displayed on this report.

Closed Accounts Report provides the University with documentation for borrowers' files. The report details all borrowers' names, account numbers, date of placement, and the reason the accounts were closed in a given reporting period. Having the reason accounts were closed facilitates the University's managing of your returned accounts. **Note:** Closed account information is also reflected on the Debtor Status Report (see below DSR).

Debtor Status Report (DSR) is available daily, monthly, and annually, captures all collection and payment activity on each account the University places with us. The Daily DSR is updated nightly; the Monthly DSR is updated from the first day to the last day of the month. Both reports provide detailed up-to-date information on borrowers, including account number, borrower name, original placement date, amount placed, current principal balance, total payments, date of last payment, and status of collection activity. The DSR also shows the status of legal accounts, which are identified with an asterisk on the report. Our annual DSR can be accessed by the University for reference during your fiscal year-end audits.

Demographic Report reflects changes to a borrower's name, address, and/or telephone. Only the data that GRC has verified with the borrower or a third party is reflected on this report.

Invoice Statement reports the payment activity processed for the reporting period and the monetary proceeds remitted to the University with the Invoice. The University can receive funds electronically by the third business day of each month by using ACH remittance.

Placement Analysis Report (PAR) details GRC's collection performance for a running 36-month period. The first two years are monthly, the third year is summarized by year. The PAR includes gross, net, and returned placements, total dollars collected, and recovery rate. The University will receive automated email notifications as listed in Figure 24 below.

2.C.22 Reports Continued

Account Type	Notification	Suggested University Response
Accounts Assessing Collection Costs	Borrower lives in or moves out of states that prohibit or cap the assessment of collection costs	Adjust system or have the billing servicer adjust its system to reflect the account balance increased or decreased based on adding or removing collection costs
Bankruptcy Accounts	Accounts have been identified as being in an active, discharged, or dismissed bankruptcy filing	Provide instructions to GRC to resume collections or close and return the account
Deceased Accounts	Accounts have been identified as the borrower being deceased. Non-federal accounts will be closed; Perkins accounts remain open until Death Certificate is received.	Close the non-federal account on system or notify the billing servicer to close the account on its system
Disputed Accounts	Borrowers have requested validation of debt to substantiate the balance GRC is collecting on from information, including the last four digits of the borrower's SSN, is captured in a Media Request report that GRC emails to (see below).	Provide all documentation to GRC to substantiate the borrower's debt within 30 days from the date receives notification from GRC. You may submit your validation media via the client portal under "My Validation Media" icon.

Figure 24: Email Notification Types

2.C.23 ACCOUNT CLASSIFICATION

23. Describe how different types of accounts will be classified for reporting purposes.

GRC will classify the University's different types of accounts by categorizing them into debt types for reporting purposes. For example, if the University desires to separate tuition accounts from accounts receivable delinquency, we will create different client numbers to identify each unique debt type. Each report is identified by the client number with a narrative description (e.g., Tuition Accounts) to identify the type of accounts being displayed.

The University can have as many client numbers to represent different debt types as needed to meet its specifications. GRC's can build and customize reports for multiple campuses that can roll up to a master report (sorted by debt type or other attributes). We can also create customized reporting for each campus. The possibilities are endless based on the needs of the VASCUPP institution.

GRC can assign account numbers based on debt type.

2.C.24 CUSTOMIZE REPORTS AND REPORT TIMELINES

24. Describe your company's ability to customize reports and reporting timelines at the VASCUPP institution's request.

GRC's dedicated Client Services Representative (CSR), Chris Hudson, will work with the University to build customized reports if desired. Our customized reports are generally produced 24 to 72 hours after receipt of the request and are delivered in PDF and Excel formats via SFTP on the GRC web portal.

"Service is good, I always get a reply ... I like the way I can get reports when I want them ... Prompt invoicing, I always hear back the same day ... Collection rate is good."

— Motlow State Community College

2.C.25 FISCAL OPERATIONS REPORT AND APPLICATION TO PARTICIPATE (FISAP) ASSISTANCE

25. Describe how your firm can assist VASCUPP institutions with the Fiscal Operations Report and Application to Participate (FISAP).

VASCUPP institutions can work with their CSR to create custom reporting to assist in completing the FISAP.

2.C.26 INTERNATIONAL COLLECTION SERVICES

26. Describe your firm's ability and qualifications to provide international collection services.

Our website (www.generalrevenue.com) allows borrowers to pay their accounts online. GRC occasionally uses UPS for international mailing. We also offer a toll-free hotlines and fax numbers for borrowers and the University staff.

GRC has a team of bilingual collection agents to assist our English as Second language (ESL) borrowers from our over 700 campus clients. We also work with a network of qualified interpreters to communicate with borrowers in more than 140 foreign languages. When communicating with a non-English speaking customer, a GRC collector will establish a conference call with an interpreter who will assist with translation.

2.C.27 PROFESSIONAL ORGANIZATIONS

27. Provide the names of any professional organization that your firm belongs to.

GRC takes a leadership role in collections and student loan industry trade organizations. Trade shows and seminars, and conferences provide a forum for our team to exchange information with other collection and student loan industry professionals.

GRC is a member of the following **national, regional, and state professional organizations:**

2.C.27 Professional Organizations Continued

Organization Name	Type	Participation	Years of Participation
ACA International	National	Member	33
Coalition of Higher Education Assistance Organizations (COHEAO)	National	Member, Board Member, Conference Attendee, Exhibitor	25
National Association of College and University Business Officers (NACUBO)	National	Member, Conference Attendee, Exhibitor	14
Central Association of College and University Business Officers (CACUBO)	Regional	Member, Conference Attendee, Exhibitor	14
Midwest Association of Student Financial Aid Administrators (MASFAA)	Regional	Member, Conference Attendee, Exhibitor	23
Midwest Association of Student Financial Aid Administrators (MASFAA)	Regional	Conference Attendee, Exhibitor	21
Professional Development Group (PDG)	Regional	Conference Attendee, Exhibitor	20
Western Association of College and University Business Officers (WACUBO)	Regional	Conference Attendee, Exhibitor	1
Eastern Association of Colleges and University Business Officers (EACUBO)	Regional	Member, Conference Attendee	14
Colorado Association of Administrators of Student Loans and Accounts Receivables (CAASLAR)	State	Member, Conference Attendee, Exhibitor	20
East Coast Higher Education Assistance Organization (ECHEAO)	State	Conference Attendee, Exhibitor	2
Educational Accounts Receivable Management Association (EARMA)	State	Member, Conference Attendee, Exhibitor	20
Florida Association of Bursars & Student Accounting Administrators (FABSAA)	State	Member, Conference Attendee, Exhibitor, Presenter	13
Higher Education Accounts Receivable Organization (HEARO)	State	Member, Committee Member, Conference Attendee, Exhibitor	19
Illinois Association of Student Financial Aid Administrators (ILASFAA)	State	Member, Committee Member, Conference Attendee, Exhibitor	8

Organization Name	Type	Participation	Years of Participation
<u>2.C.27 Professional Organizations Continued</u>			
Illinois Bursars Association (IBA)	State	Member, Committee Member, Conference Attendee, Exhibitor	20
Illinois Student Loan & Receivables Administrators (ISLA)	State	Member, Committee Member, Conference Attendee, Exhibitor	8
Indiana Association of College and University Business Officers (IACUBO)	State	Conference Attendee	12
Indiana Bursars Conference (IBC)	State	Conference Attendee, Exhibitor	7
Iowa Association of Community College Trustees (IACCT)	State	Conference Attendee, Exhibitor, Presenter	3
Iowa Association of Student Financial Aid Administrators (IASFAA)	State	Conference Attendee, Exhibitor, Presenter	4
Kansas Association of Student Financial Aid Administrators (KASFAA)	State	Member, Conference Attendee, Exhibitor, Presenter, Committee Member	25
Kentucky Association of Student Receivable Officers (KASRO)	State	Member, Committee Member, Conference Attendee, Presenter	30
Massachusetts Bursars Association	State	Conference Attendee, Presenter	20
Michigan Association of Student Financial Services Administrators (MASFSA)	State	Member, Conference Attendee, Exhibitor, Presenter	20
Minnesota Association of Student Financial Aid Administrators (MAFAA)	State	Member	3
Minnesota Collection Network/Mega Student Loan Conference	State	Member, Conference Attendee, Exhibitor, Presenter	15
Missouri Association of Student Financial Aid Personnel (MASFAP)	State	Member, Conference Attendee, Exhibitor, Presenter	6
Nebraska Association of Student Financial Aid Administrators (NeASFAA)	State	Member, Conference Attendee, Exhibitor	5

Organization Name	Type	Participation	Years of Participation
<u>2.C.27 Professional Organizations Continued</u>			
New York State Organization of Bursars and Business Administrators (NYSOBBA)	State	Member, Board Member, Conference Attendee, Exhibitor	17
Ohio Bursars Association (OBA)	State	Member, Board Member, Conference Attendee, Exhibitor, Presenter	20
Ohio Receivables Management Association (ORMA)	State	Conference Attendee, Exhibitor	22
Oklahoma Association of College and University Business Officers (OACUBO)	State	Member, Conference Attendee, Exhibitor	20
Pacific Financial Aid Association (PacFAA)	State	Member	3
Pacific Western Student Financial Services Association (Pac West SFS)	State	Member, Board Member, Conference Attendee, Exhibitor, Presenter	15
Rocky Mountain Association of Student Financial Aid Administrator's (RMASFAA)	State	Member, Conference Attendee, Exhibitor	7
South Carolina Technical Education Association (SCTEA)	State	Member, Conference Attendee, Exhibitor	1
Texas Association of Community College Business Officers (TACCBO)	State	Conference Attendee, Exhibitor	22
Texas Bursars for Universities and Colleges (Texas BUC\$)	State	Member, Board Member, Conference Attendee, Exhibitor, Presenter	20
Utah Association of Student Loan Administrators (UASLA)	State	Member, Conference Attendee, Exhibitor	13
Vermont Association of Student Financial Aid Administrators (VASFAA)	State	Conference Attendee, Exhibitor, Presenter	20
Virginia Career College Association (VCCA)	State	Member, Conference Attendee	6
Western Student Financial Services (WSFS)	State	Conference Attendee, Exhibitor	16
Wisconsin Association of Student Business Office Personnel and Administrators (WASBOPA)	State	Member, Conference Attendee	3

Figure 25: Professional Organizations.
GRC maintains memberships in organizations across the country and regularly attends conferences.

2.C.28 COMPANY PURCHASED/MERGED

28. Specify if your firm has been purchased/merged within the last five years. Specify any plans to purchase or merge with another company.

GRC has not been purchased/merged within the last five years. Currently, there are no plans to purchase or merge with another company.

2.C.29 AUDIT EXCEPTIONS CITING

29. Specify if your firm has been cited for any audit exceptions within the last five years. If so, provide dates, reasons, and resolution for each exception.

GRC has not been cited for any audit exceptions within the last five years.

2.C.30 LITIGATION ISSUES

30. Specify if your firm has had or has any litigation issues. If so, provide dates, reasons, and resolution for each issue.

GRC has no consumer litigation that impedes GRC's ability to perform collection services for the University. GRC's high standards for professionalism and compliance are our best line of defense against consumer litigation. We also understand that such litigation is often an attempt by a consumer to privately negotiate an obligation owed. GRC proactively resolves consumer complaints and litigation. As such GRC has no judgments to report.

2.C.31 BUSINESS STRUCTURE

31. Describe your business structure to include the relationship between any parent company and subsidiaries. Specify any business relationships with loan billing agents.

Relationship

GRC is a wholly owned subsidiary of Navient Corporation.

Billing Agents

GRC provides billing servicers with access to our Billing Service portal on our website. This feature allows them to view and/or download clients' invoice statements and Close and Return Reports. GRC created a Consolidated Printing Queue to assist the billing servicers in viewing or printing monthly reports for each of our mutual clients through a single click of a key. This allows the servicer to view or print all reports from the billing servicer portal at one time instead of printing each report individually.

GRC currently works with the four major student billing servicers:

- Heartland ECSI
- Campus Partners
- University Accounting Services (UAS)
- UNISA

2.C.32 QUALIFICATIONS AND EXPERIENCE

32. Describe your firm's qualifications and experience in providing collection services to institutes of higher education. Provide the contact information and qualifications of the person who will be the primary point of contact to VASCUPP institutions.



- **Dedication to higher education** 96% revenue generated from higher education clients
- **36 years experience** with higher education institutions
- **45,000 hours** dedicated to compliance training annually
- More than **194,000** higher education client placements
- **A rating** with Better Business Bureau

GRC has specialized in campus collections throughout our **36-year history**. Our experience is validated by a demonstrated track record of producing extraordinary results for our clients. As **one of the largest and most successful campus-focused collection agencies in the country**, we offer an experienced management team, best-in-class collection strategies, and analytical acumen that delivers superior performance on behalf of our clients.

Currently, **we have over 234,634 accounts worth over \$594,920,481 in inventory**. Our overall **success rate for the previous three (3) years is 21% recovery**; this figure includes first and second referral Perkins Loans as well as first and second referral receivables, including tuition, student loans, and other categories of higher education debt.

We currently perform collection services for **more than 700 campus clients**, including institutions of higher education (both state-supported and private), student loan guarantors, and other student loan institutions. **In 2017, our higher education clients placed over 194,000 accounts, valued at \$1.5 billion.**

We provide outstanding customer service to borrowers, which is exemplified by our **A rating with the Better Business Bureau** and our record of success with our clients. GRC is a full-service collection agency with the ability to operate throughout the United States. **We are licensed to collect in all states, cities, and territories that require a collection license.** For the fourth consecutive year, GRC has been recognized by *Training* magazine as a **Top 125 training company**.

Contact Information

Sue Jaquish
Director of Sales – East Region
General Revenue Corporation
(800) 836-1099 / cell: (716) 481-1663 / fax: (888) 287-0640
Sue.Jaquish@GeneralRevenue.com

With 30 years of customer service experience, including 23 years in collection operations, Sue understands the commitment required to execute on a contract of the size, scale, and importance of the University and VASCUPP. Sue is a member of national, regional, and state professional organizations and is a frequent participant in industry conferences and trade shows. She earned a Bachelor of Science in Education from Houghton College.

2.C.33 FINANCIAL STATUS

33. Provide an overview of your firm's financial status to include financial statements, bank references, Dun & Bradstreet or equivalent rating, and any other information that is relevant to your firm's financial stability and solvency.

Financials

GRC has ample financial resources to provide the services required by the University. One of our founding principles is to retain resources in the company to allow for continued expansion and fiscal responsibility. Our financial strength is also demonstrated by our excellent current ratio, an indication of a company's ability to meet short-term debt obligations. This ratio is calculated by dividing the total dollar value of current assets by total current liabilities – the higher the ratio, the more liquid the company. **We have consistently exceeded a ratio of 1:5 for several years, reflecting outstanding financial strength.**

GRC's Audited Financial Statements are prepared in accordance with generally accepted accounting principles (GAAP). We consider our financial statements to be confidential and proprietary and request they not be disclosed for any other purpose than evaluating our proposal.

*As a wholly owned subsidiary of Navient, **GRC offers rock-solid financial stability and an essential reliability that is virtually unmatched in the debt collection industry.** This relationship affords us the support of Navient's information systems, internal controls, and disaster recovery resources. We have sufficient insurance and financial resources to ensure our performance on any contract.*

KPMG conducts the annual financial statement audit, compliance attestation audits, and internal controls testing as required by Sarbanes-Oxley (SOX) for GRC. The annual financial and attestation audits include reviewing samples of client statements, files, bank statements, and financial statements for comparison to the general ledger for accuracy.

 GRC's 2016–17 audited financial statements are provided in the **Financials** tab.

Bank Reference

GRC provides the following bank reference:

JP Morgan Chase

Lucy Rembert

Client Service Account Manager

Treasury Services

300 S Riverside, Floor 10

Mail Code IL-0239

Chicago, IL 60606

(312) 954-9025 / fax: (312) 377-1109

lucy.rembert@jpmchase.com

2.C.33 Financial Status Continued

Dun & Bradstreet

GRC's Dun & Bradstreet (D&B) rating is 1R3.

2.C.34 HIGHER EDUCATION REFERENCES

34. Provide three (3) references of higher education institutions where your firm currently provides collection services. Each reference should include name of the institution, a brief summary of the scope, mailing address, and the name and contact information of a primary contact person.

GRC proudly provides these three (3) references from educational organizations with similar services for your review. We encourage the University to contact our references.

Greenville Technical College (GTC)

Scope Summary

- GTC is under the State of South Carolina debt collection contract
- Collect on account receivable accounts
- School details: 2-year Public
- Client since: January 2018 – Present

Contact Information

Rubeana Wharton
Acct and Fiscal Analyst I
506 South Pleasantburg Drive
Greenville, SC 29607
(864) 250-8485
rubeana.wharton@gvltec.edu

2.C.34 Higher Education References Continued**University of Northern Iowa****Scope Summary**

- University of Northern Iowa is under the Iowa State University of Science & Technology contract
- Perform letter writing service
- Collect on NDSL/Perkins and account receivable accounts
- School details: 4-year Public
- Client since: September 2018 – Present

Contact Information

Christina Geweke
AR Coordinator
1227 West 27th Street
Cedar Falls, IA 50614
(319) 273-7505
christina.geweke@uni.edu

Strayer Education, Inc.**Scope Summary**

- Collect on tuition accounts
- Proprietary school
- Collect for over 75 locations
- Client since: January 2005 – Present

Contact Information

Karina Torres
Collections Manager
2303 Dulles Station Blvd
Herndon, VA 22209
(703) 713-3759
karina.torres@strayer.edu

2.C.35 SUCCESS RATE

35. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts, including quantitative data. Provide an explanation for how calculations were determined.

Over the past three fiscal years, GRC has recovered \$1,232,315,644 in total higher education debt on behalf of our clients. GRC has liquidated 45% of its Perkins first placements and 25% of our Perkins previously placed debt assigned for collections. Additionally, GRC has liquidated 15% of our A/R first placements and 7% of A/R previously placed debt assigned for collections. The liquidation percentages are calculated by the dollar amount of debt recovered divided by the dollar amount of debt placed for collection purposes.

On average, 85% of GRC's recoveries occur within the first year. The remaining 15% occur between the second and third year.

2.C.36 ABILITY TO MANAGE VARIOUS VASCUPP INSTITUTIONS

36. Describe your firm's ability to work with and accommodate the different needs of various VASCUPP institutions (remittance timelines, inactive account returns, payment processes, etc.).

GRC's has provided a detailed implementation plan and timeline in Section 2.C.21 Transition starting on page 63, which describes how we will establish institution-specific procedures and requirements.

Sue Jaquish is responsible for managing the needs and requirements of the individual schools. She will be teamed with a designated GRC Client Services Representative (CSR), Chris Hudson, who will be responsible for handling each school's day-to-day servicing needs. To effectively initiate GRC's relationship with each school, Mr. Hudson conducts an introductory call that affords the school the opportunity to share any personalized preferences you have regarding your servicing requirements. For example, if you prefer email communication rather than phone communication or a combination of both, Mr. Hudson will ensure we adhere to your specifications. Mr. Hudson has a wealth of experience in providing information and assistance to clients, and he is fully versed in collection procedures, federal/state regulations, and the collection industry.

2.C.37 PAYMENT PROCESSING METHODS

37. Describe all methods for processing payments from debtors.

GRC does not charge a fee to the debtor when using any of the payment options below. However, the debtor's bank may charge a fee for initiating a bank wire and there is also a fee when initiating a payment to GRC through Western Union.

- **Credit or Debit Card Payments** – GRC accepts Visa, Master Card, and Discover. When accepting credit/debit card transactions, GRC receives immediate notification as to the credit availability for the transaction amount. If the transaction is denied, the collector notifies the debtor immediately and makes alternative arrangements.

2.C.37 Payment Processing Methods Continued

- **Automated Clearing House (ACH)** ^[1] – The debtor can provide checking or savings account information over the phone for a same-day payment or a series of payments. This information is submitted electronically by Payment Processing to GRC's financial institution for processing the authorized amount from the debtor's bank account.
- **Preauthorized Checks (PACS)** – The debtor can provide checking account information over the phone for a same-day payment or a series of payments. This information is used to produce a physical check, which Payment Processing prints in-house.
- **Cash Payments** – Although cash payments are discouraged, they are accepted if presented. Cash payments received in person or via mail are counted under dual control by two Payment Processors in a secured limited-access area. A pre-numbered, triplicate-copy cash receipt is prepared per state requirements and a copy is given (or mailed if payment was received via mail) to the debtor. The payment amount is documented on the debtor's account and reflects the payment as being a cash payment. The payment is sealed in a cash envelope, initialed by two Payment Processors, and immediately placed in a fire-resistant safe until it is deposited at the bank.
- **Online Payments** – Debtors can make secure online payments through GRC's website, www.generalrevenue.com. Before entering the payment screen, the debtor is shown the Mini-Miranda statement and must click *confirm* or *cancel* to continue. Debtors are walked through the process of entering their security information to securely access their account and make a payment via ACH, credit or debit card.
- **Western Union** – The Western Union Quick Collect System is another effective payment solution for the debtor. When collectors negotiate a payment agreement, they provide the debtor with the nearest Western Union office location or a toll-free number for Western Union. Western Union payments are posted immediately to the Western Union website for GRC's Payment Processing to retrieve and post.
- **Wire** – The collector provides wire transfer information to debtors, so they can wire money immediately into GRC's financial institution account. GRC's Payment Processing is notified by Accounting of the payment and will post to the debtor's account on FACS.

Payment Distribution


GRC recognizes that flexibility is crucial when it comes to payment posting. Different loan and debt types, regulations, and client preferences create specific payment posting requirements. GRC's payment application sequence for principal, interest, collection costs, and other charges is flexible and allows each client to define how payments should be applied.

^[1] The ACH payment option is contingent on the University's information being pre-approved by our financial institution. We will need your completed IRS form W-9 "Request for Taxpayer Identification Number and Certification" in order to complete the pre-approval process.

2.C.38 CARD HOLDER DATA

38. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:

a. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.

 GRC provides this document in the **PCI-DSS Requirements** tab of the Attachments section of our response.

b. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).

 GRC provides this document in the **Attestation of Compliance** tab of the Attachments section of our response.

c. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

GRC is PCI-DSS compliant.

3 OFFEROR DATA SHEET (ATTACHMENT A)

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 36 Months 9

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Greenville Technical College	Jan. 2018–Present	506 South Pleasantburg Drive Greenville, SC 29607	Rubeana Wharton (864) 250-8485
University of Northern Iowa	Sept. 2018–Present	1227 West 27th Street Cedar Falls, IA 50614	Christina Geweke (319) 273-7505
Strayer Education, Inc.	Jan. 2005–Present	2303 Dulles Station Blvd Herndon, VA 22209	Karina Torres (703) 713-3759
Roanoke College	Sept. 1986–Present	221 College Lane Salem VA 24153	Paige Wygal (540) 375-2266
Shenandoah University	Dec. 1994–Present	1460 University Drive Winchester, VA 22601	Donna Aclin (540) 542-6519

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

General Revenue Corporation, 4660 Duke Street, Suite 300, Mason, Ohio 45040

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

☐ YES ☒ NO

IF YES, EXPLAIN:

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4 SMALL BUSINESS SUBCONTRACTING PLAN (ATTACHMENT B)

As GRC is a full-service collections agency, we do not require the use of subcontractors. GRC is, however, open to discussing this further with the University and can apply the following strategies to obtain subcontracting or purchasing from disadvantaged businesses:

1. Outreach efforts to obtain sources:

- a. Contacting minority and small business trade associations
- b. Contacting business development organizations
- c. Attending minority and women-owned small business procurement conferences and trade fairs

2. Internal activities to guide and encourage purchasing personnel:

- a. Presenting workshops, seminars, and training programs
- b. Establishing, maintaining, and using small, HUB-zone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
- c. Monitoring activities to evaluate compliance with the subcontracting plan

3. Our parent company, Navient, has established corporate-wide policies regarding procurement procedures for subcontracting arrangements in the provision of services.

4. Navient has established a corporate database to store and disseminate all small, HUBzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns.

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Officer Name: General Revenue Corporation Preparer Name: Zenon Butts

Date: 8/13/18

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ☐ No ☒

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: RFP# LBS-997

Date Form Completed: 8/13/18

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Officer / Proposer:

General Revenue Corporation
Firm

4660 Duke Street, Suite 300, Mason, OH 45040
Address

513-605-7512

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
General Revenue Corporation (GRC) does not subcontract					

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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5 VASCUPP SALES

Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

GRC did not have any sales during the last twelve months with any of the VASCUPP Member Institutions.

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6 PROPOSED COST

X. Pricing Schedule

6.X.1 TOTAL FIXED COLLECTION FEE

1. Contractor shall provide a Total Fixed Collection Fee (% of Collected Amount), which shall include all costs associated with providing collection services. There shall be no additional charges allowed. The Total Fixed Collection Fee shall apply to collections on all accounts regardless of type of account or placement.

GRC's complete pricing is as follows:

Debt Type	1st Placement	2nd Placement
Accounts Receivables	20%	20%
Federal	20%	20%

6.X.2 ADDITIONAL INCENTIVES/COST REDUCTIONS

2. Provide any additional incentives/cost reductions offered if multiple VASCUPP institutions utilize a resulting contract with your firm.

GRC does not provide any additional incentives/cost reductions if multiple VASCUPP institutions utilize a resulting contract with GRC.

GRC Adds Value

The fees stated above are all-inclusive and include the following:

- | | |
|---------------------------------|---|
| 1. Start-up or conversion costs | 12. Dedicated CSR |
| 2. Administrative costs | 13. Top 125 Award collector training |
| 3. Monthly servicing | 14. Web training for client |
| 4. Quality Control Plan | 15. Regulatory updates |
| 5. Compliance Management System | 16. Industry updates |
| 6. Credit reporting | 17. Business Continuity/Disaster Recovery |
| 7. Litigation | 18. Placement scrubs (death, military, bankruptcy) |
| 8. Online access | 19. Toll-free phone numbers for use by the University and borrowers |
| 9. Skip tracing | 20. No NSF's charges |
| 10. Technology platform | 21. No convenience charges |
| 11. Standard reports | 22. Custom/ad hoc reports |

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ATTACHMENTS

- Scripts
- Letters
- Reports
- Financials
- Attestation of Compliance
- PCI-DSS Requirements

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Sample Telephone Scripts

CONFIDENTIAL

Submitted by:



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Sample Collection Letters

Submitted by:



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MAY 03 2016

Phone: 1-855-585-4319

File Number: 999999
Current Amount Due: \$1100.00
Creditor: [REDACTED]

Hours of Operation - ET
Mon-Thurs 8:00 a.m. - 9:00 p.m.
Friday 8:00 a.m. - 7:00 p.m.
Saturday 8:00 a.m. - 12:00 p.m.
Sunday 1:00 p.m. - 5:00 p.m.

Dear [REDACTED]:

Your account was referred to General Revenue Corporation (GRC), by your creditor, [REDACTED] collection.

To comply with the FDCPA, the Initial Demand Letter notifies the borrower they have 30 days to dispute the debt.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Your above balance is due in full. We do offer monthly payment arrangements if you cannot pay your balance in full.

Please send all payments to:

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

To ensure proper posting of payments, please include your File Number, 999999 on your check. We have provided a return envelope for your convenience. You may also log into our website at www.GeneralRevenue.com to make a payment.

Please call 1-855-585-4319 to discuss payment arrangements based upon the balance owed and your financial situation. We are willing to work with you to pay off this debt.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

Please see reverse side for important information

POH00201

✂ TO ENSURE PROMPT PROCESSING OF YOUR PAYMENT,
PLEASE DETACH AND MAIL THE BOTTOM PORTION OF THIS STATEMENT WITH YOUR PAYMENT ✂



1803 Rocky River Road North
Monroe, NC 28110

←-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!

MAY 03 2016

☐ Please check here if there is a new phone # or address change and enter information on reverse side

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

POH000001
[REDACTED]

PLEASE SEE REVERSE SIDE
TO PAY BY CREDIT CARD.

The balance shown here is the amount due based on your creditor's records as of the date of this letter. Please be aware the balance may change due to payments you made or other adjustments made by your creditor. Prior to making a payment, you may want to contact us at 1-855-853-7047 to obtain information related to resolving this obligation.

NC Commissioner of Insurance permit numbers are: Mason, 4660 Duke Drive, Suite 300, Mason, OH 45040 (permit #835) and Horseheads, 325 Daniel Zenker Drive, Horseheads, NY 14845 (permit #4079).

ACCOUNT NUMBER	CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST	CURRENT BALANCE	CURRENT INTEREST RATE
999999	1000.00	100.00		0.00	0.000%

ACCOUNT NUMBER: 999999

CURRENT AMOUNT DUE: \$1100.00

☐ PAYMENTS ENCLOSED AMOUNT ENCLOSED \$ _____

☐ CHARGE MY:   

Card Number: _____ Expires: ____ / ____

Number of Payments: ____ Payment Amount(s) \$ _____ Beginning: ____ / ____ / ____

Signature _____

If multiple payments are authorized, your card will be charged on the same day of each month starting with the beginning date you specify. If that date is not a business day, your account will be charge the next business day.

Phone: _____ Email: _____

By providing your telephone number and/or email address, you authorize General Revenue Corporation, its affiliates and agents to contact you at such number or address using any means of communication, including but not limited to, calls placed to your cellular phone using an automated dialing device and/or calls using prerecorded messages, regarding any current or future accounts, debts, or obligations owned or serviced by General Revenue Corporation, its affiliates and agents, even if you will be charged by your service provider(s) for receiving such information.



Street Address: 4660 Duke Dr Suite 300, Mason, OH 45040-8466

MAY 03 2016

Phone: 1-855-853-7047

File Number: 999999

Current Amount. Due: \$1100.00

Creditor: [REDACTED]

Hours of Operation - ET

Mon-Thurs 8:00 a.m. - 9:00 p.m.

Friday 8:00 a.m. - 7:00 p.m.

Saturday 8:00 a.m. - 12:00 p.m.

Sunday 1:00 p.m. - 5:00 p.m.

We have a solution

Dear [REDACTED],

Borrowers are introduced to the
Direct Consolidation Loan process.

We have good news about your education loan account. You may be able to get your loans out of default through a Federal Direct Consolidation Loan.

By choosing a Federal Direct Consolidation Loan, you may be able to:

- Combine all your loans into **one easy monthly payment**
- Extend your repayment period which could mean a **lower, more manageable payment**
- Receive a **fixed interest rate for the life of the loan** (not a variable one)

And once your consolidation is complete...

- Receive **flexible repayment plan options** that consider your income
- Be eligible for **new forbearance/deferment opportunities**

To apply for a Direct Consolidation Loan:

- **Complete the application directly at studentloans.gov.**

Once you've completed your application online, please give us a call at 1-855-853-7047 or email us at info@generalrevenue.com to provide your confirmation number. If you choose to email your document(s) you assume all responsibility for the protection of your personal information while in transit to us and you should consider appropriate email security measures.

- **Call us at 1-855-853-7047 and let us help you determine if you qualify.**

We can also help you complete your Federal Direct Consolidation Loan application. When you call, we will access the web site for the Department of Education together and help you complete the application.

There is no application fee to consolidate your eligible loans. For additional information on Direct Consolidation Loans, visit StudentAid.gov or call us at 1-855-853-7047. Please consider this solution today.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

POH00282

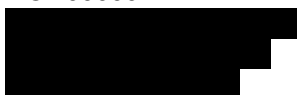


1803 Rocky River Road North
Monroe, NC 28110

←-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!

MAY 03 2016

POH000001



The balance shown here is the amount due based on your creditor's records as of the date of this letter. Please be aware the balance may change due to payments you made or other adjustments made by your creditor. Prior to making a payment, you may want to contact us at 1-855-853-7047 to obtain information related to resolving this obligation.

NC Commissioner of Insurance permit numbers are: Mason, 4660 Duke Drive, Suite 300, Mason, OH 45040 (permit #835) and Horseheads, 325 Daniel Zenker Drive, Horseheads, NY 14845 (permit #4079).

ACCOUNT NUMBER	CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST	CURRENT BALANCE	CURRENT INTEREST RATE
00999999 [REDACTED]	1000.00	100.00		0.00	0.000%



Street Address: 4660 Duke Dr Suite 300, Mason, OH 45040-8466

MAY 03 2016

Phone: 1-855-853-7047

File Number: 999999
Current Amt. Due: \$1100.00

Creditor: [REDACTED]

Hours of Operation - ET
Mon-Thurs 8:00 a.m. - 9:00 p.m.
Friday 8:00 a.m. - 7:00 p.m.
Saturday 8:00 a.m. - 12:00 p.m.
Sunday 1:00 p.m. - 5:00 p.m.

Dear [REDACTED]:

You have been previously notified that your account has been placed with General Revenue Corporation (GRC) for collection by [REDACTED]. Your current balance of \$1100.00 is still outstanding and due in full.

Don't ignore your obligation to this debt.

We have attempted to provide you with opportunities to pay off this debt. Unless we hear from you, we will forward your file to RI Higher Edu Assistance Authority for handling. Call us toll free at 1-855-853-7047 to prevent this action.

We have attempted to provide you with opportunities to pay off this debt. We strongly urge you to pay your balance in full at this time. We will work with you if you take action to resolve your account. Call us and let us know you're ready to be free of this debt by paying your balance!

You can make your payments in three easy ways:

- Call us at 1-855-853-7047
- Log into www.GeneralRevenue.com
- Mail your payment to: General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

Pay online, by
phone, or by mail

You may still be eligible for a Federal Direct Consolidation Loan through the Department of Education. Call us and let us help you determine if you qualify. When you call, we will navigate the web site for the Department of Education together to help you complete your application.

You can also access the application directly at studentloans.gov. Once you've completed your application online, please give us a call or email us at info@generalrevenue.com to provide your confirmation number and the loan servicer you chose for your loan consolidation. Doing so will reduce future collection calls and letters regarding this defaulted loan(s).

If you choose to email your document(s) please understand that you assume all responsibility for the protection of your personal information while in transit to us and you should consider appropriate email security measures.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

POH00292

PLEASE SEE NEXT PAGE FOR IMPORTANT INFORMATION

✂ TO ENSURE PROMPT PROCESSING OF YOUR PAYMENT,
PLEASE DETACH AND MAIL THE BOTTOM PORTION OF THIS STATEMENT WITH YOUR PAYMENT ✂



1803 Rocky River Road North
Monroe, NC 28110

←-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!

MAY 03 2016

☐

Please check here if there is a new phone # or address
change and enter information on reverse side

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

POH000001



PLEASE SEE REVERSE SIDE
TO PAY BY CREDIT CARD.

The balance shown here is the amount due based on your creditor's records as of the date of this letter. Please be aware the balance may change due to payments you made or other adjustments made by your creditor. Prior to making a payment, you may want to contact us at 1-855-853-7047 to obtain information related to resolving this obligation.

NC Commissioner of Insurance permit numbers are: Mason, 4660 Duke Drive, Suite 300, Mason, OH 45040 (permit #835) and Horseheads, 325 Daniel Zenker Drive, Horseheads, NY 14845 (permit #4079).

ACCOUNT NUMBER	CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST	CURRENT BALANCE	CURRENT INTEREST RATE
00999999 [REDACTED]	1000.00	100.00		0.00	0.000%

ACCOUNT NUMBER: 999999

CURRENT AMOUNT DUE: \$1100.00

☐ PAYMENTS ENCLOSED AMOUNT ENCLOSED \$ _____

☐ CHARGE MY:   

Card Number: _____ Expires: ____ / ____

Number of Payments: ____ Payment Amount(s) \$ _____ Beginning: ____ / ____ / ____

Signature _____

If multiple payments are authorized, your card will be charged on the same day of each month starting with the beginning date you specify. If that date is not a business day, your account will be charge the next business day.

Phone: _____ Email: _____

MY NEW ADDRESS IS:

KATHY LEATHERBURY
6493 NEW ADDRESS
ARARAT NC 27007

By providing your telephone number and/or email address, you authorize General Revenue Corporation, its affiliates and agents to contact you at such number or address using any means of communication, including but not limited to, calls placed to your cellular phone using an automated dialing device and/or calls using prerecorded messages, regarding any current or future accounts, debts, or obligations owned or serviced by General Revenue Corporation, its affiliates and agents, even if you will be charged by your service provider(s) for receiving such information.



First Demand Letter - A/R

4660 Duke Dr Suite 300, Mason, OH 45040-8466
www.GeneralRevenue.com

MAY 03 2016

Phone: 1-877-645-4104

File Number: 999999
Current Amount Due: \$1100.00
Creditor: [REDACTED]

Hours of Operation - ET
Mon-Thurs 8:00 a.m. - 9:00 p.m.
Friday 8:00 a.m. - 7:00 p.m.
Saturday 8:00 a.m. - 12:00 p.m.
Sunday 1:00 p.m. - 5:00 p.m.

Dear [REDACTED]:

Your account was referred to General Revenue Corporation (GRC) by your creditor, [REDACTED] collection.

To comply with the FDCPA, the Initial Demand Letter notifies the borrower they have 30 days to dispute the debt.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Your above balance is due in full. We do offer monthly payment arrangements if you cannot pay your balance in full.

Please send all payments to:

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

To ensure proper posting of payments, please include your File Number, 999999 on your check. We have provided a return envelope for your convenience. You may also log into our website at www.GeneralRevenue.com to make a payment.

Please call 1-877-645-4104 to discuss payment arrangements based upon the balance owed and your financial situation. We are willing to work with you to pay off this debt.

Sincerely,

General Revenue Corporation
www.GeneralRevenue.com

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

POH00501

Please see reverse side for important information

✂ TO ENSURE PROMPT PROCESSING OF YOUR PAYMENT,
PLEASE DETACH AND MAIL THE BOTTOM PORTION OF THIS STATEMENT WITH YOUR PAYMENT ✂



1803 Rocky River Road North
Monroe, NC 28110

←-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!

MAY 03 2016

☐ Please check here if there is a new phone # or address change and enter information on reverse side

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

POH000001



PLEASE SEE REVERSE SIDE
TO PAY BY CREDIT CARD.

The balance shown here is the amount due based on your creditor's records as of the date of this letter. Please be aware the balance may change due to payments you made or other adjustments made by your creditor. Prior to making a payment, you may want to contact us at 1-855-853-7047 to obtain information related to resolving this obligation.

NC Commissioner of Insurance permit numbers are: Mason, 4660 Duke Drive, Suite 300, Mason, OH 45040 (permit #835) and Horseheads, 325 Daniel Zenker Drive, Horseheads, NY 14845 (permit #4079).

ACCOUNT NUMBER		CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST	CURRENT BALANCE	CURRENT INTEREST RATE
999999		1000.00	100.00		0.00	0.000%

ACCOUNT NUMBER: 999999

CURRENT AMOUNT DUE: \$1100.00

☐ PAYMENTS ENCLOSED AMOUNT ENCLOSED \$ _____

☐ CHARGE MY:   

Card Number: _____ Expires: ____ / ____

Number of Payments: ____ Payment Amount(s) \$ _____ Beginning: ____ / ____ / ____

Signature _____

If multiple payments are authorized, your card will be charged on the same day of each month starting with the beginning date you specify. If that date is not a business day, your account will be charge the next business day.

Phone: _____ Email: _____

By providing your telephone number and/or email address, you authorize General Revenue Corporation, its affiliates and agents to contact you at such number or address using any means of communication, including but not limited to, calls placed to your cellular phone using an automated dialing device and/or calls using prerecorded messages, regarding any current or future accounts, debts, or obligations owned or serviced by General Revenue Corporation, its affiliates and agents, even if you will be charged by your service provider(s) for receiving such information.



Second Demand Letter - A/R

Street Address: 4660 Duke Dr Suite 300, Mason, OH 45040-8466
www.GeneralRevenue.com

MAY 03 2016

Phone: 1-855-853-7047

Hours of Operation - ET
Mon-Thurs 8:00 a.m. - 9:00 p.m.
Friday 8:00 a.m. - 7:00 p.m.
Saturday 8:00 a.m. - 12:00 p.m.
Sunday 1:00 p.m. - 5:00 p.m.

Dear [REDACTED]:

You have been notified that your account has been placed with General Revenue Corporation for collection by [REDACTED]. Your balance of \$1100.00 is due in full.

Take action to avoid further collection efforts

This is our second attempt to notify you of this debt and your obligation. We will continue to follow through on all authorized collection efforts including letters and phone calls.

We can help

The full balance owed is \$1100.00. If you are struggling to pay this debt in full, we are willing to work with you to arrange a monthly payment plan based on the balance owed and your financial situation. In order to arrange an acceptable monthly payment plan, please contact us at 1-855-853-7047.

You can make your payments in three easy ways:

- Log into www.GeneralRevenue.com
- Call us at 1-855-853-7047, Mon-Thurs 8:00 a.m. - 9:00 p.m., Friday 8:00 a.m. - Saturday 8:00 a.m. - 12:00 p.m., and Sunday 1:00 p.m. - 5:00 p.m. ET
- Mail your payment to: General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

We provide a
website for fast &
easy payments.

The sooner you call us, the sooner we may be able to help you pay off this debt and eliminate any collection calls associated with this debt.

Sincerely,

General Revenue Corporation

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

NOTICE, PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

POH00502

✂ TO ENSURE PROMPT PROCESSING OF YOUR PAYMENT,
PLEASE DETACH AND MAIL THE BOTTOM PORTION OF THIS STATEMENT WITH YOUR PAYMENT ✂



1803 Rocky River Road North
Monroe, NC 28110

←-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!

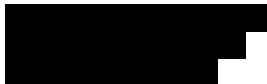
MAY 03 2016

☐

Please check here if there is a new phone # or address
change and enter information on reverse side

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

POH000001



PLEASE SEE REVERSE SIDE
TO PAY BY CREDIT CARD.

The balance shown here is the amount due based on your creditor's records as of the date of this letter. Please be aware the balance may change due to payments you made or other adjustments made by your creditor. Prior to making a payment, you may want to contact us at 1-855-853-7047 to obtain information related to resolving this obligation.

NC Commissioner of Insurance permit numbers are: Mason, 4660 Duke Drive, Suite 300, Mason, OH 45040 (permit #835) and Horseheads, 325 Daniel Zenker Drive, Horseheads, NY 14845 (permit #4079).

ACCOUNT NUMBER	CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST	CURRENT BALANCE	CURRENT INTEREST RATE
00999999 [REDACTED]	1000.00	100.00		0.00	0.000%

ACCOUNT NUMBER: 999999

CURRENT AMOUNT DUE: \$1100.00

☐ PAYMENTS ENCLOSED AMOUNT ENCLOSED \$ _____

☐ CHARGE MY:   

Card Number: _____ Expires: ____ / ____

Number of Payments: ____ Payment Amount(s) \$ _____ Beginning: ____ / ____ / ____

Signature _____

If multiple payments are authorized, your card will be charged on the same day of each month starting with the beginning date you specify. If that date is not a business day, your account will be charge the next business day.

Phone: _____ Email: _____

MY NEW ADDRESS IS:



By providing your telephone number and/or email address, you authorize General Revenue Corporation, its affiliates and agents to contact you at such number or address using any means of communication, including but not limited to, calls placed to your cellular phone using an automated dialing device and/or calls using prerecorded messages, regarding any current or future accounts, debts, or obligations owned or serviced by General Revenue Corporation, its affiliates and agents, even if you will be charged by your service provider(s) for receiving such information.



Final Demand Letter - A/R

Street Address: 4660 Duke Dr Suite 300, Mason, OH 45040-8466

MAY 03 2016

File Number: 999999
Current Amt Due: \$1100.00
Creditor: [REDACTED]

Phone: 1-855-853-7047
Hours of Operation - ET
Mon-Thurs 8:00 a.m. - 9:00 p.m.
Friday 8:00 a.m. - 7:00 p.m.
Saturday 8:00 a.m. - 12:00 p.m.
Sunday 1:00 p.m. - 5:00 p.m.

Dear [REDACTED],

FINAL NOTICE

You have been previously notified that your account has been placed with General Revenue Corporation (GRC) for collection by [REDACTED]. Your current balance of \$1100.00 is still outstanding and due in full.

Don't ignore your obligation to this debt.

We have attempted to provide you with opportunities to pay off this debt. We strongly urge you to pay your balance in full at this time. We will work with you if you take action to resolve your account. Call us and let us know you're ready to be free of this debt today by paying your balance!

You can make your payments in three easy ways:

- Call us at 1-855-853-7047
- Log into www.GeneralRevenue.com
- Mail your payment to: General Revenue Corporation PO Box 495999 Cincinnati OH 45249-5999

To protect your credit score, send your balance in full today.

Contact us at 1-855-853-7047

Contact us today. Payment arrangements are available. The sooner you call us, the sooner you can be free of this debt.

Sincerely,

General Revenue Corp.
www.GeneralRevenue.com

The consequences of next-steps are determined by each Client.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

POH00512

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

✂ TO ENSURE PROMPT PROCESSING OF YOUR PAYMENT,
PLEASE DETACH AND MAIL THE BOTTOM PORTION OF THIS STATEMENT WITH YOUR PAYMENT ✂



1803 Rocky River Road North
Monroe, NC 28110

←-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!

MAY 03 2016

☐ Please check here if there is a new phone # or address change and enter information on reverse side

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

POH000001
[REDACTED]

PLEASE SEE REVERSE SIDE
TO PAY BY CREDIT CARD.

The balance shown here is the amount due based on your creditor's records as of the date of this letter. Please be aware the balance may change due to payments you made or other adjustments made by your creditor. Prior to making a payment, you may want to contact us at 1-855-853-7047 to obtain information related to resolving this obligation.

NC Commissioner of Insurance permit numbers are: Mason, 4660 Duke Drive, Suite 300, Mason, OH 45040 (permit #835) and Horseheads, 325 Daniel Zenker Drive, Horseheads, NY 14845 (permit #4079).

ACCOUNT NUMBER	CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST	CURRENT BALANCE	CURRENT INTEREST RATE
00999999 [REDACTED]	1000.00	100.00		0.00	0.000%

ACCOUNT NUMBER: 999999

CURRENT AMOUNT DUE: \$1100.00

☐ PAYMENTS ENCLOSED AMOUNT ENCLOSED \$ _____

☐ CHARGE MY:   

Card Number: _____ Expires: ____ / ____

Number of Payments: ____ Payment Amount(s) \$ _____ Beginning: ____ / ____ / ____

Signature _____

If multiple payments are authorized, your card will be charged on the same day of each month starting with the beginning date you specify. If that date is not a business day, your account will be charge the next business day.

Phone: _____ Email: _____

MY NEW ADDRESS IS:



By providing your telephone number and/or email address, you authorize General Revenue Corporation, its affiliates and agents to contact you at such number or address using any means of communication, including but not limited to, calls placed to your cellular phone using an automated dialing device and/or calls using prerecorded messages, regarding any current or future accounts, debts, or obligations owned or serviced by General Revenue Corporation, its affiliates and agents, even if you will be charged by your service provider(s) for receiving such information.



Sample - Payment Confirmation Letter -
Federal and AR

Street Address: 4660 Duke Dr Suite 300 ♦ Mason OH 45040-8466

(888) 710-6817

FEB 16 2018

Re: Reference Number: 999999

Current Amount Due: \$15299.62

Note: The amount(s) due shown above consist of the
debt as detailed on the reverse side of this notice.

Payment Address:

General Revenue Corporation

PO Box 495999

Cincinnati OH 45249-5999

Correspondence Address:

GRC

4660 Duke Dr Suite 300

Mason OH 45040-8466

Whether we accept payment plans,
and the criteria of a payment plan
program, are determined by the
Client and established during
implementation.

Dear [REDACTED]

On 11/30/17, you verbally authorized General Revenue Corporation to initiate a one-time ACH withdrawal from your bank account. Your payment of \$25.00 is scheduled to post to your account on 11/30/2017.

Please notify us at (888) 710-6817 if you require changes to this payment. Please note that three days advance notice is requested for any changes.

Please note this automatic ACH payment may be processed as a pre-approved check transaction.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

POH00225

✂ TO ENSURE PROMPT PROCESSING OF YOUR PAYMENT,
PLEASE DETACH AND MAIL THE BOTTOM PORTION OF THIS STATEMENT WITH YOUR PAYMENT ✂



1803 Rocky River Road North
Monroe, NC 28110

←-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!



Please check here if there is a new phone # or address
change and enter information on reverse side

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

POH000001

PLEASE SEE REVERSE SIDE
TO PAY BY CREDIT CARD.

As of the date of this letter, the balance shown is owed. Because interest may be required to be paid on the outstanding portion of the balance, as well as late charges and other charges that may vary from day to day, the amount required to pay the balance in full on the day payment is sent may be greater than the amount stated here. If the amount stated here is paid, an adjustment may be necessary after a payment is received. In that event, notification will occur of any adjustment in the balance. Before any payment intended to pay the balance in full happens, please contact Zenon Butts at the address on this letter, or call (888) 710-6817.

New York City Department of Consumer Affairs license numbers are: Mason 0979813 and Horseheads 1189457.

*The amount shown here may consist of penalties, late fees, court costs, or charges incurred or imposed by your creditor.

ACCOUNT NUMBER	CREDITOR	PRINCIPAL	INTEREST	COLLECTION COST	BALANCE	*OTHER AMOUNT	INTEREST RATE
00999999		11000.00	200.00		3799.62	300.00	0.000%

REFERENCE NUMBER: 999999

CURRENT AMOUNT DUE: \$15299.62

☐ PAYMENTS ENCLOSED AMOUNT ENCLOSED \$ _____

☐ CHARGE MY:   

Card Number: _____ Expires: ____ / ____

Number of Payments: ____ Payment Amount(s) \$ _____ Beginning: ____ / ____ / ____

Signature _____

If multiple payments are authorized, your card will be charged on the same day of each month starting with the beginning date you specify. If that date is not a business day, your account will be charge the next business day.

Phone: _____ Email: _____

By providing your telephone number and/or email address, you authorize General Revenue Corporation, its affiliates and agents to contact you at such number or address using any means of communication, including but not limited to, calls placed to your cellular phone using an automated dialing device and/or calls using prerecorded messages, regarding any current or future accounts, debts, or obligations owned or serviced by General Revenue Corporation, its affiliates and agents, even if you will be charged by your service provider(s) for receiving such information.

Payment Address:
General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999
Correspondence Address:
General Revenue Corporation
4660 Duke Dr Suite 300
Mason OH 45040-8466



Phone: (888) 710-6818
Street Address: 4660 Duke Dr Suite 300, Mason, OH 45040-8466

**Payment Agreement Confirmation -
Federal and A/R**

Hours of Operation: EST/EDT
Mon-Thurs 8:00 a.m. - 9:00 p.m.
Friday 8:00 a.m. - 7:00 p.m.
Saturday 8:00 a.m. - 12:00 p.m.
Sunday 1:00 p.m. - 5:00 p.m.

Account Number : 999999
Creditor: [REDACTED]
Current Balance: \$15349.62

(888) 710-6818

Recurring Payment Confirmation

Dear [REDACTED]

Loan Account Holder:	[REDACTED]
Account Number:	999999
Account or Card Number:	3189

This is a copy of your telephonic authorization to automatically deduct funds from your account to make payment(s) on your obligation to [REDACTED]. Your authorization provides your permission for General Revenue Corporation (GRC) to implement your automated payment and authorizes GRC to automatically deduct your payments from your account.

Agreement:

- You are either the owner or the authorized user of this account.
- You authorized General Revenue Corporation, as well as its successors and assignees, to initiate electronic debits from the account listed above as outlined in the payment schedule on the next page.
- You understand the payments that you have authorized telephonically will be applied only to the account listed above.
- You acknowledge and agree that you are responsible for overdraft, insufficient funds, and other service charges that your bank may impose in connection with your bank account.
- You understand that these payments will be debited from your designated bank account even if other payments toward this account have been made.
- You may terminate this authorization by calling General Revenue Corporation at (888) 710-6818. Please note three (3) days advance notice is requested for any changes.

Electronically signed by [REDACTED] on 03/31/16.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

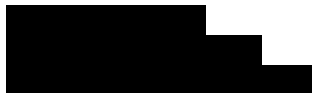
PLEASE SEE NEXT PAGE FOR IMPORTANT INFORMATION.

POH00875



1803 Rocky River Road North
Monroe, NC 28110

POH000001



Payment Schedule

Date to be Paid	Payment Type	Amount
--------------------	-----------------	--------

As of the date of this letter, the balance shown is owed. Because interest may be required to be paid on the outstanding portion of the balance, as well as late charges and other charges that may vary from day to day, the amount required to pay the balance in full on the day payment is sent may be greater than the amount stated here. If the amount stated here is paid, an adjustment may be necessary after a payment is received. In that event, notification will occur of any adjustment in the balance. Before any payment intended to pay the balance in full happens, please contact us at the address on this letter, or call (888) 710-6818.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

General Revenue Corporation's Office Hours are:

Mon-Thurs 8:00 AM - 9:00 PM ET

Friday 8:00 AM - 7:00 PM ET

Saturday 8:00 AM - 12:00 PM ET

Sunday 1:00 PM - 5:00 PM ET

The amount shown here may consist of penalties, late fees, court costs, or charges incurred or imposed by your creditor.

ACCOUNT NUMBER	CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST BALANCE	OTHER AMOUNT	CURRENT INTEREST RATE
999999	11000.00	200.00	3799.62	350.00	0.000%



Payment Reminder Letter -
Federal and A/R

Street Address: 4660 Duke Dr Suite 300, Mason, OH 45040-8466

1-855-853-7047

May 3, 2016

Re: File Number 999999

Current Amount Due: \$1100.00

Creditor: [REDACTED]

Note: The amount(s) due shown above consist of the debt as detailed on the reverse side of this notice.

Payment Address:

General Revenue Corporation

PO Box 495999

Cincinnati OH 45249-5999

Correspondence Address:

GRC

325 Daniel Zenker Dr

Horseheads NY 14845-1008

999999-910
[REDACTED]

* NOTICE OF INTENT TO DEBIT YOUR ACCOUNT *

Payment Date	Description	Payment Amount
05/13/2016	Authorized Payment	100.00

Please ensure that sufficient funds are available to guarantee clearance of this payment by the above scheduled payment date. Please notify us at 1-855-853-7047 if you require changes to this scheduled payment. Please note that three days advance notice is requested for any changes.

Please note this automatic ACH payment may be processed as a pre-approved check transaction.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

NOTICE: PLEASE SEE NEXT PAGE FOR IMPORTANT INFORMATION.

POH00910



1803 Rocky River Road North
Monroe, NC 28110

◀-----DO NOT SEND PAYMENTS -OR-
CORRESPONDENCE TO THIS ADDRESS!

May 3 2016

General Revenue Corporation
PO Box 495999
Cincinnati OH 45249-5999

POH000001
[REDACTED]

The balance shown here is the amount due based on your creditor's records as of the date of this letter. Please be aware the balance may change due to payments you made or other adjustments made by your creditor. Prior to making a payment, you may want to contact us at 1-855-853-7047 to obtain information related to resolving this obligation.

NC Commissioner of Insurance permit numbers are: Mason, 4660 Duke Drive, Suite 300, Mason, OH 45040 (permit #835) and Horseheads, 325 Daniel Zenker Drive, Horseheads, NY 14845 (permit #4079).

ACCOUNT NUMBER	CURRENT PRINCIPAL	CURRENT INTEREST	CURRENT COLLECTION COST	CURRENT BALANCE	CURRENT INTEREST RATE
00999999 [REDACTED]	1000.00	100.00		0.00	0.000%

Sample Collection Reports

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Collection Reports

The University can view, download, and print standard reports using the Client Access Portal on the website, www.GeneralRevenue.com. By accessing reports online, the University is assured quicker receipt of funds and enhanced protection of non-public information.

Report Name	Format	Frequency	Retention Period
Acknowledgment Report (ACK)	PDF or Excel	As New Business Is Entered	90 Days
Balance Report	PDF or Excel	Monthly	Balance Reports are available for a rolling 12-month cycle. As the 13th month's Report is deployed to the website, the oldest monthly Report is removed, thereby retaining 12 rolling months of invoice activity on the website.
Bankruptcy Report	PDF or Excel	Daily and Monthly	Bankruptcy Reports are available for a rolling 12-month cycle.
Cohort Summary Report	PDF or Excel	Monthly	Cohort Summary Reports are available for a rolling 12-month cycle).
Close and Return Report	PDF or Excel	Monthly	Close and Return Reports are available for a rolling 12-month cycle
Debtor Status Report (DSR)	PDF or Excel	Daily and Monthly	Daily DSR – 1 Day Monthly DSR – Rolling 12-month cycle Annual – 1 Year for June 30 Report
Demographic Report	PDF or Excel	Weekly	60 Days
Invoice Statement	PDF	As needed	Invoices are available for a rolling 12-month cycle
Placement Analysis Report (PAR)	PDF or Excel	Monthly	1 Month

Figure 1: GRC's Standard Reports. Typically, reports are ready on the second or third business day of each month. The University can be emailed when new reports are available.

Descriptions of GRC's Standard Reports

Acknowledgment Report– As new accounts are entered into FACS®, the system automatically generates an Acknowledgment Report (ACK). The ACK, which shows the borrower's name, account number, and dollars placed for collection, provides a cross-reference and audit trail for the University. (The Social

Security number can be added to our standard report upon request). The University can choose to get email notifications the business day after a new placement file has been received and loaded into our FACS® system.

Balance Report – This report provides a breakdown of the various charges and balances for each open account at the end of the month. The report includes the University's account number, borrower's name, original balance, principal balance, interest balance, collection cost balance, total balance, and last payment date and amount.

Bankruptcy Report – The University will receive a daily condensed Bankruptcy Report via email everytime there is an update to the bankruptcy status on the University's accounts. The University can review and download a monthly, cumulative bankruptcy report that provides more bankruptcy details such as case number, location of the filing, etc. from the website.

Closed Accounts Report – This report provides the University with documentation for borrowers' files. The report details all borrowers' names, account numbers, date of placement, and the reason the accounts were closed in a given reporting period. Having the reason accounts were closed facilitates University's managing of your returned accounts. **Note:** Closed account information is also reflected on the Debtor Status Report (see below).

Cohort Summary Report – This report provides the status of each borrower's cohort account, including client account number, partially masked student SSN, total calls, total contacts, letters sent, date placed, date last worked, account status, account balance, and date closed. A performance summary of our cohort collection efforts is also displayed on this report.

Debtor Status Report (DSR) – The DSR, which is available daily, monthly, and annually, captures all collection and payment activity on each account the University places with us. The Daily DSR is updated nightly; the Monthly DSR is updated from the first day to the last day of the month. Both reports provide detailed up-to-date information on borrowers, including account number, borrower name, original placement date, amount placed, current principal balance, total payments, date of last payment, and status of collection activity. The DSR also shows the status of legal accounts, which are identified with an asterisk on the report. Our annual DSR can be accessed by the University for reference during your fiscal year-end audits.

Demographic Report – The Demographic Report reflects changes to a borrower's name, address, and/or telephone. Only the data that GRC has verified with the borrower or a third party is reflected on this report.

Invoice Statement – The Invoice reports the payment activity processed for the reporting period, fees due to GRC, and the monetary proceeds remitted to the University with the Invoice. The University can receive funds electronically by the third business day of each month by using Automated Clearing House (ACH) remittance.

Placement Analysis Report (PAR) – The PAR details GRC's collection performance for a running 36-month time period. The first two years are monthly and the third year is summarized by year. The PAR includes gross, net, and returned placements, total dollars collected, and recovery rate.

Customized Reports

If the University requires any customized reports, your Client Services Representative (CSR) works with you to get them created. Customization of reports ensures the University receives the information that is critical for managing your inventory placed at GRC by identifying the specific data points needed on your reports. Customized reports can be sent to the University via SFTP or accessed via web interface.

Systemic Reports

GRC uses our automated email notification system to help manage the University's inventory by notifying the University promptly regarding accounts that may require immediate attention. All automated emails are sent from our clientservicesmailbox@generalrevenue.com. The University can respond to that same mailbox or directly to its dedicated Client Services Representative (CSR) with instructions on how to process impacted accounts.

The University receives automated email notifications as listed in Figure 2 below.

Account Type	Notification	Suggested University Response
Accounts Assessing Collection Costs	Borrower lives in or moves out of states that prohibit or cap the assessment of collection costs	Adjust the University's system or have the billing servicer adjust its system to reflect the account balance increased or decreased based on adding or removing collection costs
Bankruptcy Accounts	Accounts have been identified as being in an active, discharged, or dismissed bankruptcy filing	Provide instructions to GRC to resume collections or close and return the account
Deceased Accounts	Accounts have been identified as the borrower being deceased. Non-federal accounts will be closed; Perkins accounts will remain open until a Death Certificate is received.	Close the non-federal account on the University's system or notify the billing servicer to close the account on its system
Disputed Accounts	Borrowers have requested validation of debt to substantiate the balance GRC is collecting on from the University. The information, including the last four digits of the borrower's SSN, is captured in a Media Request report that GRC emails to the University (see below).	Provide all documentation to GRC to substantiate the borrower's debt within 30 days from the date the University receives notification from GRC. You may submit your validation media via the client portal under "My Validation Media" icon.

Figure 2: Email Notification Types



Page: 1 of 1

SAMPLE

Acknowledgement Report

As new accounts are entered into FACS®, the system automatically generates an **Acknowledgment Report (ACK)**.

[Client]
[Address]
[City, State Zip]

Date: 3/1/2017
12345
STUDENT RECEIVABLES

We are pleased to acknowledge, with thanks, the receipt of your accounts placed with GENERAL REVENUE CORPORATION for collection.

In order to ensure the accuracy of your account placement, it is the responsibility of the Client to review our Acknowledgement Report for correct spellings, account numbers, principal, interest/late charges, percentages, and the collection status of the accounts placed. Should you detect any errors, please notify your Client Services Representative as soon as possible at 800-234-1472.

If you assessed collection costs, it is understood that the assessment and accuracy of the collection costs are the responsibility of the Client, as permitted by applicable laws, and not that of GRC.

ACCOUNT NO.	NAME	COMM. RATE %	PRINCIPAL	INTEREST	P/L&ICC	COLL. COSTS	AMOUNT PLACED
XXXXXXX	DOE, JANE	XX.00%	\$7,968.75	\$0.00	\$0.00	\$0.00	\$7,968.75
XXXXXXX	EVANS, JOHN	XX 00%	\$1,643.35	\$0.00	\$0.00	\$0.00	\$1,643.35
XXXXXXX	FULLER, TED	XX.00%	\$1,334.80	\$0.00	\$0.00	\$0.00	\$1,334.80
XXXXXXX	KNOPE, ANNE	XX.00%	\$2,751.30	\$0.00	\$0.00	\$0.00	\$2,751.30
XXXXXXX	LESLIE, APRIL	XX.00%	\$1,114.00	\$0.00	\$0.00	\$0.00	\$1,114.00
XXXXXXX	MARKSON, RON	XX.00%	\$784.00	\$0.00	\$0.00	\$0.00	\$784.00
XXXXXXX	REEVES, TRINITY	XX.00%	\$2,012.80	\$0.00	\$0.00	\$0.00	\$2,012.80
XXXXXXX	SMITH, MARK	XX 00%	\$3,700.15	\$0.00	\$0.00	\$0.00	\$3,700.15



General Revenue Corporation Balance Report

The **Balance Report** provides a breakdown of the various charges and balances for each open account at the end of the month.

Date:
3/1/2017

SAMPLE

[Client]
[Address]
[City, State Zip]

12345
STUDENT RECEIVABLE

Client Account #	Borrower Name	Original Balance	Principal Balance	Interest Balance	Penalty Balance	Collection Cost Balance	ICC Balance	Other Balance	Total Balance	Last Payment Date	Last Payment Amount
XXXXXXX	SMITH, KASEY	\$3,191.25	\$2,891.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,891.00	04/31/2017	\$300.25
XXXXXXX	SPARROW, JOHN	\$893.70	\$573.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$573.70	04/08/2017	\$160.00
XXXXXXX	MOCKING, TED	\$9,159.70	\$8,701.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,701.70	04/26/2017	\$229.00
XXXXXXX	KNOPE, ANNE	\$890.65	\$445.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$445.31	03/31/2017	\$222.67
XXXXXXX	WYATT, APRIL	\$7,733.22	\$4,733.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,733.22	04/01/2017	\$500.00
XXXXXXX	LESLIE, RON	\$1,364.47	\$328.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$328.61	04/01/2017	\$328.62
XXXXXXX	REEVES, TRINITY	\$1,599.00	\$639.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$639.60	03/31/2017	\$319.80
XXXXXXX	MARKSON, MARK	\$6,667.45	\$4,344.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,344.96	03/28/2017	\$740.83
XXXXXXX	BRETTER, JAMES	\$1,450.00	\$937.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$937.50	03/30/2017	\$312.50
XXXXXXX	BURGENDY, JON	\$989.25	\$247.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247.30	03/30/2017	\$247.32
XXXXXXX	KIM, JIM	\$3,224.70	\$1,074.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,074.86	02/26/2017	\$268.73
XXXXXXX	DOE, JANE	\$1,643.35	\$1,143.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,143.35	03/31/2017	\$200.00
			\$26,061.11		\$0.00		\$0.00		\$26,061.11		
Totals:		\$38,806.74		\$0.00		\$0.00		\$0.00			\$3,829.72



General Revenue Corporation
Monthly Bankruptcy Status Report
SAMPLE

GRC emails the University a daily condensed **Bankruptcy Report**, if there is bankruptcy activity on the University's accounts. GRC posts a monthly cumulative detailed bankruptcy report to our website for the University's review and download.

[Client]
[Address]
[City, State Zip]

Date: 7/1/2017

12346
STUDENT
RECEIVABLE

CLIENT ACCOUNT NUMBER	BORROWER LAST NAME	BORROWER FIRST NAME	BANKRUPTCY TYPE	DATE PLACED	DATE FILED	CITY FILED	STATE FILED	CASE NUMBER	STATUS	STATUS DATE
XXXXXXX	Smith	John	Chapter 7	02/28/2015	3/7/15	Cincinnati	OH	22113344	Dismissed	4/1/17
XXXXXXX	Smith	Jane	Chapter 11	02/28/2015	3/6/15	Tampa	FL	55612243	Filed	4/2/17

Account Total: 2



General Revenue Corporation Closed Accounts Report

SAMPLE

The **Closed Accounts Report** provides the University with summaries of closed accounts for reconciliation with the University's system of record.
Note: Closed account information is also reflected on the **Debtor Status Report**.

Date: 3/1/2017

[Client]
[Address]
City, State ZIP

**12345
STUDENT
RECEIVABLES**

Client Account #	Account #	Borrower Name	Date Placed	Amount Placed	Curr. PRIN Balance	Payments	Last Pmt/Adj	Remarks
XXXXXXX	12345670	SMITH, JOHN	03/01/2016	\$1,926.10	\$0.00	\$1,926.10	04/01/2017	PAID IN FULL
XXXXXXX	12345671	DOE, JANE	03/01/2016	\$2,575.76	\$0.00	\$2,575.76	04/01/2017	PAID IN FULL
XXXXXXX	12345672	SMITH, JOHN	04/24/2016	\$388.55	\$0.00	\$288.55	04/30/2017	PAID IN FULL
XXXXXXX	12345673	DOE, JANE	04/24/2016	\$3,373.90	\$0.00	\$3,373.90	04/30/2017	PAID IN FULL
XXXXXXX	12345674	SMITH, JOHN	04/21/2016	\$1,001.94	\$0.00	\$1,001.94	04/30/2017	PAID IN FULL
XXXXXXX	12345675	DOE, JANE	04/24/2016	\$1,109.00	\$0.00	\$1,109.00	04/30/2017	PAID IN FULL
XXXXXXX	12345676	SMITH, JOHN	04/24/2016	\$600.00	\$0.00	\$600.00	04/30/2017	PAID IN FULL
XXXXXXX	12345677	DOE, JANE	03/01/2016	\$1,054.90	\$0.00	\$0.00		RECALLED
XXXXXXX	12345678	SMITH, JOHN	03/01/2016	\$1,819.95	\$0.00	\$0.00		RECALLED
XXXXXXX	12345679	DOE, JANE	04/09/2016	\$1,785.13	\$0.00	\$510.04	04/30/2017	RETENTION
XXXXXXX	12345683	SMITH, JOHN	04/09/2016	\$1,679.45	\$0.00	\$800.00	04/30/2017	RETENTION
XXXXXXX	12345680	DOE, JANE	03/09/2016	\$3,219.70	\$0.00	\$2575.76	04/09/2017	SETTLED IN FULL
XXXXXXX	12345681	DOE, JANE	04/01/2016	\$300.00	\$0.00	\$240.00	04/20/2017	SETTLED IN FULL
XXXXXXX	12345682	SMITH, JOHN	03/01/2016	\$2,638.34	\$0.00	\$2110.67	03/30/2017	SETTLED IN FULL
XXXXXXX	12345684	DOE, JANE	03/01/2016	\$250.00	\$0.00	\$200.00	03/30/2017	SETTLED IN FULL



General Revenue Corporation Cohort Summary Report

The **Cohort Summary Report** details the status of each borrower's cohort account.

SAMPLE

Client Name: [Client]
Report Date: 05/01/2017

Cohort Year: 2013-2014
Client Number: 12346

Client Account #	Student SSN	Last Name	First Name	Total Calls	Total Contacts	Letters Sent	Date Placed	Date Last Worked	Account Status	Account Balance	Date Closed
39-XXXXXX-000000010	XXX-XX-XXXX	DOE	JANE	73	3	3	07/10/13	04/30/17	WD FORD SUMMARY	\$718.18	
39-XXXXXX-000000011	XXX-XX-XXXX	SMITH	JASON	74	3	4	07/12/13	01/09/17	PAID IN FULL	\$0.00	4/10/17
39-XXXXXX-000000012	XXX-XX-XXXX	DOE	JANE	26	9	5	09/14/13	02/23/17	PAID IN FULL	\$0.00	04/19/17
39-XXXXXX-000000013	XXX-XX-XXXX	SMITH	JANE	41	2	4	08/10/13	03/11/17	PAID IN FULL	\$0.00	04/19/17
39-XXXXXX-000000014	XXX-XX-XXXX	JONES	AARON	14	6	2	10/26/13	04/08/17	PAID IN FULL	\$0.00	04/11/17

Cohort Performance Summary

Gross Accounts Placed	Client Request Closed	Net Accounts Placed	Total Closed Paid-in-Full	Total Closed Paper Cure	Total Closed Paid Up To Date	Cohort Total % Cured
426	18	408	157	8	0	40.44%



General Revenue Corporation
Monthly Debtor Status Report
 [CLIENT]

The **Debtor Status Report (DSR)**, provided on a daily, monthly and annual basis, captures all collection and payment activity on each account the University places with us.

[ADDRESS]
 [CITY, STATE ZIP]

March - 2017

Client Account #	Account #	Debtor Name	SSN	Date Placed	Amount Placed	Curr. Prin Balance	Payments	Last Pmt/Adj	Remarks
990000997859	97099599	CHO, BILL	xxx-xx-9997	5/6/2016	\$509.99	\$99.88	\$979.99	2/26/2017	ATTEMPT PHONE CONTAC
899598509	99889999	MACH, SHORT	xxx-xx-0999	5/27/2016	\$970.99	\$970.99	\$0.00		ATTEMPT PHONE CONTAC

Open Account	Totals	65	\$251,021.08	\$219,872.33	\$31,148.75
Closed Account	Totals	42	\$146,934.27	\$0.00	\$30,054.13
Account Grand	Totals	107	\$397,955.35	\$219,872.33	\$61,202.88

Paid in full and Closed Accounts beyond six (6) Months do not appear on this Report.



SAMPLE

Demographic Report

Page: 1 of 1
Date: 3/1/2017

The **Demographic Report** reflects changes to a borrower's name, address, and/or telephone number. It is issued to the University as soon as updates are verified and entered in our collection system.

TO: [Client]
[Address]
[City, State Zip]

CLIENT NUMBER: 12345
DEBT TYPE: STUDENT RECEIVABLE

FROM: GENERAL REVENUE CORPORATION
4660 DUKE DRIVE, SUITE 300
MASON, OH 45040
800.234.1472
generalrevenue.com

ADDRESS CHANGES

<u>ACCOUNT NO.</u>	<u>BORROWER NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE ZIP</u>	<u>HOME PHONE</u>
xxxxxxx	MASON, WILLIAM	123 Anywhere Street	City, State Zip	xxx-xxx-xxxx
xxxxxxx	STEVENS, KAT	1234 Anywhere Road	City, State Zip	xxx-xxx-xxxx

INVOICE



General Revenue Corporation
4660 Duke Drive Suite 300
Mason OH 45040

800-234-1472
GeneralRevenue.com

Client Name
Client 1st line address
Client 2nd line address
Client 3rd line address

PAGE NO: 1
ACTIVITY FROM: 1/1/2018
ACTIVITY THRU: 1/31/2018

CLIENT NO: 123456
CHECK NO:
INVOICE NO: 987654

TOTAL COLLECTIONS	17880.57
-------------------	----------

DATE	DEBTOR'S TRANSACTION	CURRENT BALANCE	C O D E	N/C	AMOUNT PAID TO AGENCY	AMOUNT PAID TO YOU	TOTAL DUE AGENCY	AMOUNT DUE YOU
010918	SMITH, JOHN 123456789A ***** COMM%: 28.00 *****		31			12038.00	3370.64	3370.64-
011718	SMITH, JOHN 123456789A ***** COMM%: 28.00 *****		31			500.00	140.00	140.00-
011718	SMITH, JOHN 123456789A ***** COMM%: 28.00 *****		31			4500.00	1260.00	1260.00-
011418	SMITH, JANE 23456789A ***** COMM%: 28.00 *****		31		200.00		56.00	144.00
011218	SMITH, BETTY 345678912A ***** COMM%: 28.00 *****		31		442.57		123.92	318.65
012618	SMITH, MARIE 456789123A ***** COMM%: 28.00 *****		31		200.00		56.00	144.00

CODES

20 - Paid in Full w/ Overpayment
21 - Overpayment only
27 - Final Legal Payment
w/Overpayment
28 - Legal Overpayment only
30 - Paid in Full
31 - Partial Payment
32 - Forwarded Received
33 - Full Payment w/Agency Int
34 - Final Payment
35 - Settlement in Full
36 - Legal Partial Payment
37 - Final Legal Payment
39 - Partial Payment Reversal
40 - Bill Back Sales Tax
41 - DP Overpay Refund
42 - Client Refund Reversal
43 - Bill Back Non-contingent suit
fees on commercial accounts
44 - Bill Back Contingent suit
fees on commercial accounts
50 - Debit Adjustment
52 - Court Costs
53 - Attorney Fees
54 - Listing Fees
56 - Letter Fees
57 - Management Fees
(ARC, Monitoring)
58 - Other
59 - Debtor DBJ, etc.
60 - Credit Adjustment
61 - Your Check Received
62 - Client Advance
Court Costs
64 - Recovered Client
Collection Costs
65 - Unused Advance Costs
69 - Debtor CRJ, etc.
N - NSF Check
C - Posting Error
R - Transfer Credit

OUR CHECK
ENCLOSED FOR

PLEASE
REMIT TO
AGENCY

4163.99

SUB-TOTAL AMOUNT DUE YOU (+) → 606.65
SUB-TOTAL AMOUNT DUE YOU (-) → 4770.64

TOTAL PAID TO AGENCY	TOTAL PAID TO YOU	TOTAL DUE AGENCY	TOTAL DUE YOU
842.57	17038	5006.56	



Client Placement Analysis Report

Period Ending - 6/30/2016

Run Date - 7/3/2016

"CONFIDENTIAL"

The Placement Analysis Report (PAR) details GRC's collection performance for a running 36-month time-period. The first two years are broken out by month and the third is summarized by year.

NDSL/PERKINS

SCHOOL NAME

CONTACT NAME

STREET ADDRESS

CITY, STATE ZIP

Aging Period	Amount Placed		Client Recalled		Net Placements		Gross Collected		PIF /SIF	C & R	Open
	NO.	\$ Amount	NO.	\$ Amount	NO.	\$ Amount	\$ Amount	PCT.	NO.	NO.	NO.
25-36 Months	33	\$149,887	7	\$14,493	26	\$135,395	\$69,561	51.38%	14	19	0
Jul 2014	2	\$3,772	2	\$3,821	0	-\$49	\$0	0%	0	2	0
Aug 2014	2	\$10,551	2	\$3,223	0	\$7,328	\$7,384	100.77%	0	2	0
Sep 2014	3	\$5,526	0	\$0	3	\$5,526	\$65	1.18%	0	3	0
Oct 2014	1	\$3,453	0	\$0	1	\$3,453	\$0	0%	0	1	0
Nov 2014	3	\$10,776	2	\$15	1	\$10,760	\$7,475	69.47%	0	3	0
Dec 2014	2	\$5,167	0	\$0	2	\$5,167	\$1,669	32.3%	1	1	0
Jan 2015	0	\$0	0	\$0	0	\$0	\$0	0%	0	0	0
Feb 2015	2	\$8,210	2	\$1,590	0	\$6,620	\$6,693	101.11%	0	2	0
Mar 2015	4	\$10,284	0	\$0	4	\$10,284	\$150	1.46%	0	4	0
Apr 2015	1	\$2,998	0	\$0	1	\$2,998	\$0	0%	0	1	0
May 2015	2	\$5,268	0	\$0	2	\$5,268	\$0	0%	0	2	0
Jun 2015	7	\$26,150	2	\$3,253	5	\$22,897	\$3,185	13.91%	0	7	0
13-24 Months	29	\$92,156	10	\$11,902	19	\$80,253	\$26,621	33.17%	1	28	0
Jul 2015	1	\$5,545	1	\$5,555	0	-\$10	\$0	0%	0	1	0
Aug 2015	5	\$17,648	0	\$0	5	\$17,648	\$0	0%	0	5	0
Sep 2015	2	\$7,867	0	\$0	2	\$7,867	\$4,603	58.51%	1	1	0
Oct 2015	0	\$0	0	\$0	0	\$0	\$0	0%	0	0	0
Nov 2015	2	\$9,924	1	\$7	1	\$9,917	\$3,265	32.92%	0	2	0
Dec 2015	0	\$0	0	\$0	0	\$0	\$0	0%	0	0	0
Jan 2016	0	\$0	0	\$0	0	\$0	\$0	0%	0	0	0
Feb 2016	0	\$0	0	\$0	0	\$0	\$0	0%	0	0	0
Mar 2016	37	\$122,937	6	\$8,894	31	\$114,042	\$65,352	57.3%	12	6	19
Apr 2016	0	\$0	0	\$0	0	\$0	\$0	0%	0	0	0
May 2016	11	\$44,890	1	\$0	10	\$44,890	\$14,091	31.39%	3	1	7
Jun 2016	4	\$11,731	0	\$0	4	\$11,731	\$0	0%	0	0	4
1-12 Months	62	\$220,543	9	\$14,457	53	\$206,086	\$87,311	42.37%	16	16	30
Grand total:	124	\$462,586	26	\$40,852	98	\$421,734	\$183,494	43.51%	31	63	30

Open Account Balance: \$92,411.55

Your last placement was Jun 2016 and consisted of 4 account(s)

Audited Financial Statements 2016–2017

CONFIDENTIAL

Submitted by:



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PCI-DSS Compliance Attestation

CONFIDENTIAL

Submitted by:



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Compliance Attestation Examination of Title IV Student Financial Assistance Programs

Submitted by:



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General Revenue Corporation

Compliance Attestation Examination of the Title
IV Student Financial Assistance Programs

For the Year Ended December 31, 2017

Federal Perkins Loan Program (84.038)

General Revenue Corporation

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KPMG LLP
1676 International Drive
McLean, VA 22102

Independent Accountants' Report

The Shareholder of General Revenue Corporation:

We have examined management of General Revenue Corporation's (the "Company") assertions, included in the accompanying *Institution Servicer Management's Assertions on Compliance with - and Internal Control Over Compliance with - Specified Student Financial Assistance Programs*, that the Company complied with the specified compliance requirements regarding Perkins Loans, Servicer's Eligibility, and Servicer's Systems and Internal Control listed in Chapter 4 of the U.S. Department of Education's Audit Guide, *Guide for Audits of Proprietary Schools and for Compliance Attestation Engagements of Third-Party Servicers Administering Title IV Programs* (September 2016), (the Audit Guide), relative to the Company's administration of the Specified Student Financial Assistance Programs for the year ended December 31, 2017. The Company's management is responsible for its assertions. Our responsibility is to express an opinion on management's assertions about the Company's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants; the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the requirements contained in the Audit Guide. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertions about compliance with the specified requirements are fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertions are fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertions, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Company's compliance with specified requirements.

In our opinion, management's assertion that General Revenue Corporation complied with the aforementioned compliance requirements specified in Chapter 4 of the Audit Guide, relative to the Company's administration of the Specified Student Financial Assistance Programs for the year ended December 31, 2017 is fairly stated, in all material respects.

The purpose of this report is to examine management of the Company's assertions that the Company complied with the aforementioned compliance requirements specified in Chapter 4 of the Audit Guide, relative to the Company's administration of the Specified Student Financial Assistance Programs for the year ended December 31, 2017. Accordingly, this report is not suitable for any other purpose.

KPMG LLP

McLean, Virginia
April 30, 2018



Institution Servicer Management's Assertions on Compliance with - and Internal Control Over Compliance with - Specified Student Financial Assistance Programs

The following assertions relate to our administration of the Specified Federal Student Financial Assistance ("SFA") Program on behalf of our clients for the year ended December 31, 2017

We, as members of management of General Revenue Corporation ("GRC"), are responsible for complying with the requirements of the SFA Program. We are also responsible for establishing and maintaining effective internal control over compliance with SFA Program requirements. We have performed an evaluation of GRC's compliance with the specified compliance requirement regarding Collections listed in Chapter 4 of the U.S. Department of Education's Audit Guide, *Guide for Audits of Proprietary Schools and for Compliance Attestation Engagements of Third-Party Servicers Administering Title IV Programs* (September 2016), (the Audit Guide) and the effectiveness of GRC's internal control over compliance with the requirements of the SFA program, including those described below, for the year ended December 31, 2017.

Based on this evaluation, for the year ended December 31, 2017, GRC complied with and had established a system of internal control over compliance with the following requirements regarding Perkins Loans, Servicer's Eligibility, and Servicer's systems and internal controls and internal controls listed in Chapter 4 of the Audit Guide, our administration of the SFA Program:

1. GRC complied with the Third-Party Eligibility compliance requirements listed in Chapter 4 of the Audit Guide;
2. GRC established systems with internal control, which assured compliance with requirements listed in Chapter 4 of the Audit Guide for those services which it provided; and
9. GRC complied with the Perkins Collections and Due Diligence Compliance requirements listed in Chapter 4 of the Audit Guide.



Justen Gay
Vice President, General Revenue Corporation

4/30/18
Date



Brian Hill
President, General Revenue Corporation

4/30/18
Date



KPMG LLP
1676 International Drive
McLean, VA 22102

Independent Accountants' Report on Internal Control over Compliance

The Shareholder of General Revenue Corporation:

We have examined management of General Revenue Corporation's (the "Company") assertions, included in the accompanying *Institution Servicer Management's Assertions on Compliance with - and Internal Control over Compliance with - Specified Student Financial Assistance Programs*, that the Company complied with the specified compliance requirements regarding Perkins Loans, Servicer's Eligibility, and Servicer's Systems and Internal Control listed in Chapter 4 of the U.S. Department of Education's Audit Guide, *Guide for Audits of Proprietary Schools and for Compliance Attestation Engagements of Third-Party Servicers Administering Title IV Programs* (September 2016), (the Audit Guide), relative to the Company's administration of the Specified Student Financial Assistance (SFA) Programs for the year ended December 31, 2017, and have issued our report thereon dated April 30, 2018. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants; the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States; and the requirements contained in the Audit Guide.

Management of the Company is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our examination of compliance, we considered the Company's internal control over compliance with the requirements that could have a direct and material effect on its administration of the SFA Programs to determine the examination procedures that are appropriate in the circumstances for the purpose of expressing an opinion management's assertion of compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement of the SFA Programs on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement of the SFA Programs will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement of the SFA Programs that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the second paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Audit Guide. Accordingly, this report is not suitable for any other purpose.

KPMG LLP

McLean, Virginia
April 30, 2018

AUDITOR INFORMATION SHEET

AUDIT FIRM

PARTNER'S NAME: Richard T. Wheeler, III
CPA FIRM'S NAME: KPMG LLP
ADDRESS: 1676 International Dr.
McLean VA, 22102

TEL.NO. 703-286-8000

SERVICER INFORMATION SHEET

ENTITY I.D. NO.: 31-1022969
PERIOD AUDITED: Year ended December 31, 2017
NAME: General Revenue Corporation
ADDRESS: 4660 Duke Drive, Suite 300
Mason, OH 45040

TEL. NO. 513-469-1472
FAX. NO. 800-234-5035

DIVISION OF RESPONSIBILITY FOR COMPLIANCE REQUIREMENTS

Note: Listed below are the responsibilities of General Revenue Corporation ("GRC"). Others not listed are the responsibility of the institution.

<u>Compliance Requirement</u>	<u>Responsibility of Institution</u>	<u>Responsibility of GRC</u>	<u>Explanation of Divided Responsibility</u>
I. Computer operations:			
A. Terminal and software security		Yes	
B. Data integrity		Yes	
C. System and data backup		Yes	
D. Disaster recovery plan		Yes	
II. Cash management:			
A. Drawdowns		No	
B. Authorization vs. expenditures		No	
C. Reconcile general ledger to bank		No	
D. Bank account notes federal funds		No	
III. Financial reports:			
A. FISAP		No	
B. GAPS		No	
C. Pell IPS		No	

DIVISION OF RESPONSIBILITY FOR COMPLIANCE REQUIREMENTS
(Continued)

<u>Compliance Requirement</u>	<u>Responsibility of Institution</u>	<u>Responsibility of GRC</u>	<u>Explanation of Divided Responsibility</u>
IV. Institutional eligibility:			
A. Participation agreement/ECAR		No	
B. Accreditation status		No	
C. Admissions policy		No	
D. Eligible programs		No	
E. Calculation of institution eligibility ratios		No	
F. Licenses		No	
G. Administrative capability items		No	
V. Student eligibility:			
A. High school diploma or equivalent or ability to benefit		No	
B. Regularly enrolled in eligible program		No	
C. Citizen or permanent resident		No	
D. Satisfactory progress		No	
E. Default/refund status		No	
F. Social security number match requirement		No	
G. Other requirements		No	
VI. Coordination of programs:			
A. Financial aid organization		No	
B. Other information available		No	
C. Needs analysis		No	
D. Professional judgment documentation		No	
VII. Administrative capability:			
A. Student file maintenance		No	
B. Record retention		No	
C. Verification		No	
VIII. Disbursements:			
A. Financial aid transcripts/ NSLDS information		No	
B. Independent/Dependent status determination		No	
C. Timing and amount of disbursements		No	

DIVISION OF RESPONSIBILITY FOR COMPLIANCE REQUIREMENTS
(Continued)

<u>Compliance Requirement</u>	<u>Responsibility of Institution</u>	<u>Responsibility of GRC</u>	<u>Explanation of Divided Responsibility</u>
IX. Refunds or overpayments:			
A. Policy		No	
B. Refund calculations		No	
C. Overpayment calculations		No	
D. Disbursements and accounting for refunds/overpayments		No	
X. Institutional disclosure:			
A. Accuracy of institutional data		No	
B. Disclosure to students		No	
XI. Pell grant:			
A. Types of expenditures allowed		No	
B. Program performance:			
1. Calculation and disbursement of award		No	
2. Timing of payment: cutoff dates for receipts of SARs		No	
C. Financial reports		No	
XII. Campus-based programs (general):			
A. Types of expenditure allowed:			
1. Program expenditures		No	
2. Administrative cost allowance		No	
B. Program performance:			
1. Accuracy of FISAP data		No	
2. System of need analysis, etc.		No	
XIII. Campus-based programs (Perkins):			
A. Type of expenditures allowed		No	
B. Matching		No	
C. Program performance:			
1. Student eligibility		No	
2. Approved promissory note		No	
3. Due diligence		Yes	
4. Repayment records		Yes	
D. Special compliance requirements:			
1. Minimum cash balance; cash planning:		No	
2. Treatment of interest earned on Perkins loan balance		No	

DIVISION OF RESPONSIBILITY FOR COMPLIANCE REQUIREMENTS
(Continued)

<u>Compliance Requirement</u>	<u>Responsibility of Institution</u>	<u>Responsibility of GRC</u>	<u>Explanation of Divided Responsibility</u>
XIV. Campus-based programs (FSEOG):			
A. Eligible expenditures		No	
B. Matching		No	
C. Selection of students for FSEOG awards		No	
XV. Campus-based programs (FWS):			
A. Types of expenditures and employment allowed:			
1. Types of employment allowed		No	
2. Types of expenditures allowed		No	
B. Matching		No	
C. Program performance:			
1. Selection of students for employment		No	
2. Approval of time sheets and payment to students		No	
D. Special compliance requirements:			
1. JLD and CSJLD programs		No	
2. CSL programs (5% minimum)		No	
XVI. Federal Family Education Loans (FFEL):			
A. Program performance:			
1. Determination of eligibility and completion of application		No	
2. Default reduction measures		No	
3. Entrance and exit counseling		No	
4. Loan disbursements		No	
5. EFT Roster reconciliation		No	
6. Eligibility for disbursement		No	
B. Status reporting:			
1. SSCR completion		No	
2. Change in enrollment status		No	
C. Special compliance requirements:			
1. Refund policy		No	
2. Refunds to lenders		No	

DIVISION OF RESPONSIBILITY FOR COMPLIANCE REQUIREMENTS
(Continued)

<u>Compliance Requirement</u>	<u>Responsibility of Institution</u>	<u>Responsibility of GRC</u>	<u>Explanation of Divided Responsibility</u>
XVII. Federal Direct Loan Program (FDLP):			
A. Program performance:			
1. Determination of eligibility		No	
2. Entrance and exit counseling		No	
3. Exporting and importing electronic files to/from the LOC		No	
4. Loan disbursements		No	
5. Monthly data matching including:			
a. Loan and cash detail records		No	
b. Summary records		No	
B. FDLP status reporting:			
1. SSCRs		No	
2. Change in enrollment status		No	

**General Revenue Corporation
Year Ended December 31, 2017**

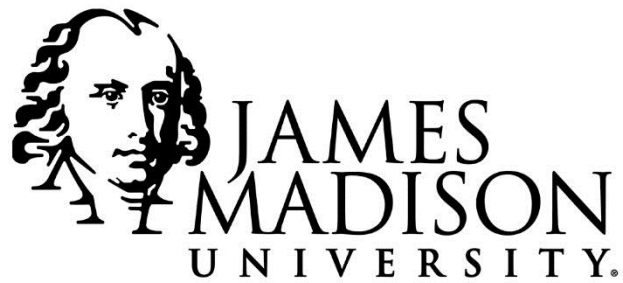
Schedule of Findings and Questioned Costs

Our audit disclosed no findings that are required to be reported herein under the U.S. Department of Education's Audit Guide, *Guide for Audits of Proprietary Schools and for Compliance Attestation Engagements of Third-Party Servicers Administering Title IV Programs* (September 2016).

Auditor's Comments on Resolution Matters Relating to Student Financial Assistance Programs

Not applicable

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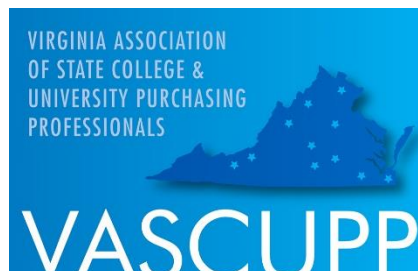


Request for Proposal

RFP# LBS-997

Collection Services

6/22/18



REQUEST FOR PROPOSAL

RFP# LBS-997

Issue Date: 6/22/18
Title: Collection Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on August 16, 2018 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY*: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # LBS-997

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Collection Services on an as needed basis at any of the eleven (11) institutions of higher education known as the Virginia Association of State and College and University Purchasing Professionals (“VASCUPP”). Initial contract shall be for two (2) year with an option to renew for three (3) additional two-year periods.

II. BACKGROUND

A. VASCUPP Background:

The mission of the Virginia Association of State College and University Purchasing Professionals (“VASCUPP”) is:

- to recognize and effectively use the common procurement principles, knowledge, experience, challenges, support and resources of all decentralized higher education member institutions;
- to be a united group with common goals of addressing the complexities of the Commonwealth of Virginia procurement processes;
- enhance the ability of each individual member institution to effectively provide efficient and responsive customer service in facilitating the purchase of goods and services for their Institution; and
- to support diversified vendor advocacy to enhance the capability of each member institution in seeking open competition for the highest valued products and services.

More information about each VASCUPP member institution can be located at the following website: <https://vascupp.org>.

B. George Mason University (“GMU”) Background

George Mason University (“GMU”) is setting the gold standard for the modern, public university. Its dynamic culture and innovative academic programs prepare Mason’s hard-working students for 21st century careers. Its commitment to teaching excellence combines with cutting-edge research that enriches the academic experience and is literally changing the world. Mason is affordable, yet offers high value. Ideally located in the National Capital region, students enjoy terrific cultural experiences and access to the most sought-after internships and employers in the country.

GMU’s prime location just outside Washington, D.C. makes Mason the destination for students from all over the world. As the largest public research university in Virginia, Mason offers all the experiences of a large research institution, yet embodies a community approach as close work with students both inside and outside the classroom is a priority. The GMU student body represents more than 130 countries and has more than 34,000 students on campus, creating an organically diverse environment. More information can be found at <https://www2.gmu.edu/>.

GMU’s office of Account and Loan Management works with revenue departments to guide collection efforts and assist as necessary; receive referrals for collection; and handle the collection efforts. Revenue departments are asked to refer accounts that remain unpaid for greater than 59 days to the Account and Loan Management Office for additional processing.

GMU contracts with a billing agent, Heartland/ECSI, for Federal Perkins Loan payments. GMU's current collection service providers interface with Heartland/ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan accounts. GMU's current collection service providers are Williams & Fudge and Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by GMU during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$236,064.63	\$177,320.92
Perkins	2nd Placement	\$68,141.68	\$17,565.02
Tuition/Instit./AR	1st Placement	\$4,627,460.22	\$2,697,330.63
Miscellaneous		\$11,233.00	\$5,471.00
2014			
Perkins	1st Placement	\$261,324.00	\$195,255.00
Perkins	2nd Placement	\$88,106.74	\$14,428.27
Tuition/Instit./AR	1st Placement	\$3,657,746.00	\$2,545,223.00
Tuition/Instit./AR	2nd Placement	\$1,008,055.98	\$75,196.30
Miscellaneous		\$41,303.00	\$10,668.00
2015			
Perkins	1st Placement	\$178,242.46	\$135,042.73
Perkins	2nd Placement	\$80,613.19	\$11,361.63
Tuition/Instit./AR	1st Placement	\$1,762,095.39	\$992,258.64
Tuition/Instit./AR	2nd Placement	\$123,498.78	\$35,673.74
Miscellaneous		\$30,455.00	\$20,687.00
2016			
Perkins	1st Placement	\$185,179.21	\$111,916.82
Perkins	2nd Placement	\$50,227.08	\$18,243.15
Tuition/Instit./AR	1st Placement	\$1,836,714.00	\$1,355,788.00
Tuition/Instit./AR	2nd Placement	\$1,278,707.31	\$10,231.57
Miscellaneous		\$14,487.00	\$3,740.00
2017			
Perkins	1st Placement	\$258,486.82	\$178,447.12
Perkins	2nd Placement	\$117,135.18	\$16,954.36
Tuition/Instit./AR	1st Placement	\$3,753,578.12	\$1,729,731.93
Tuition/Instit./AR	2nd Placement	\$12,724.67	\$0.00
Miscellaneous		\$19,611.58	\$7,940.54

C. James Madison University ("JMU") Background

James Madison University ("JMU") is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and more than 3,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

The University Business Office (“UBO”) at JMU is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the university with accurate and timely financial procedures.

The UBO is responsible for managing collections of student loan accounts. When student account payments are past due the UBO will attempt to contact the student by mailing two (2) letters to the home address and making two (2) phone calls. Once an account is 60 days past due, the delinquent balance is subject to transfer to a collection agency. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency, and the account holder is responsible for the additional fees associated with collection efforts on Perkins loans.

JMU contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. JMU’s current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts. JMU’s current collection service providers are Williams & Fudge and Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by JMU during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$102,550	\$58,469.83
Perkins	2nd Placement	\$3,544.05	\$450.00
Perkins	3rd Placement	\$5,816.00	\$5,816.00
Tuition/Instit./AR	1st Placement	\$151,971.29	\$62,956.60
Tuition/Instit./AR	2nd Placement	\$72,690.48	\$24,385.61
2014			
Perkins	1st Placement	\$57,172.17	\$29,540.40
Perkins	2nd Placement	\$14,116.00	\$5,935.00
Perkins	3rd Placement	\$668.00	\$550.00
Tuition/Instit./AR	1st Placement	\$175,840.45	\$97,072.07
Tuition/Instit./AR	2nd Placement	\$60,557.20	\$7,888.54
2015			
Perkins	1st Placement	\$57,527.50	\$31,879.46
Perkins	2nd Placement	\$10,262.83	\$8,362.94
Tuition/Instit./AR	1st Placement	\$422,283.42	\$136,761.50
Tuition/Instit./AR	2nd Placement	\$73,310.65	\$8,688.95
2016			
Perkins	1st Placement	\$73,337.21	\$39,186.68
Perkins	2nd Placement	\$43,554.19	\$8,136.53
Tuition/Instit./AR	1st Placement	\$416,971.75	\$156,646.45
Tuition/Instit./AR	2nd Placement	\$225,551.50	\$15,217.74
2017			
Perkins	1st Placement	\$41,889.72	\$15,237.59
Perkins	2nd Placement	\$38,395.69	\$22,178.34
Tuition/Instit./AR	1st Placement	\$300,932.51	\$101,448.91
Tuition/Instit./AR	2nd Placement	\$212,211.42	\$23,224.21

D. Longwood University Background

Founded in 1839 as the Farmville Female Seminary Association, Longwood's history has been one of constant growth and evolution. The institution had a series of names over its early history, becoming Longwood College in 1949, turning fully co-ed in 1976, and in 2002, becoming Longwood University. Longwood is a public 4-year institution offering more than 100 majors, minors and concentrations in the arts and sciences, business, education, and nursing. Graduate programs include business, communication sciences and disorders, education, English, and sociology. Longwood's current enrollment is 5,096 students from 25 states and 20 foreign countries. For more information about Longwood University, please visit the University's website at <http://www.longwood.edu>.

The Bursar's Office at Longwood is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the university with accurate and timely financial procedures. The Bursar's Office is responsible for managing collections of student's accounts and any other miscellaneous debt as well as any past due Longwood University Federal Perkins loans.

At the end of each semester, the Bursar's Office sends a paper Pre-Collection letter to the home address of all past due account holders. Additional emails are sent to all past due students encouraging them to pay without transfer to a collection agency. If no response, an attempt is made to connect with a phone call.

If all attempts fail, the delinquent balance is subject to transfer to a collection agency inclusive of the Office of the Attorney General. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency and the account holder is responsible for the additional fees associated with collection efforts. The accounts may be reported to the credit bureau(s) and listed with the Virginia Department of Taxation for inclusion in the Debt Set-off Program.

Longwood University contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. Longwood's current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts.

Longwood participates in the Early Intervention Program with Heartland ECSI at a cost of \$10 per debtor to send four additional (7 total) past due notices, and 6 (7 total) additional phone calls. Longwood opts to auto-place 1st placement Perkins loans at 120 days past due.

Longwood University's current collection service providers are Todd, Bremer & Lawson, Williams & Fudge, Alltran, Recovery Management Services and ConServe. LU chooses to rotate all accounts auto returned to the university after 12 months of inactivity to our other agencies to maximize recovery.

The total aggregate amount turned over for collection by Longwood during previous calendar years:

		Amount Placed	Amount Collected
2014			
Perkins	1st Placement	\$75,960.00	\$57,229.00

Perkins	2nd Placement	\$57,603.02	\$9,169.17
Tuition/Instit./AR	1st Placement	\$110,928.25	\$43,983.01
Tuition/Instit./AR	2nd Placement	\$610,898.38	\$50,158.73
2015			
Perkins	1st Placement	\$84,590.00	\$60,574.00
Perkins	2nd Placement	\$56,620.15	\$17,447.95
Tuition/Instit./AR	1st Placement	\$121,132.03	\$40,817.25
Tuition/Instit./AR	2nd Placement	\$482,789.38	\$31,771.65
2016			
Perkins	1st Placement	\$77,054.61	\$48,544.93
Perkins	2nd Placement	\$42,470.29	\$18,356.73
Tuition/Instit./AR	1st Placement	\$18,337.00	50.00
Tuition/Instit./AR	2nd Placement	\$212,495.35	\$74,095.07
2017			
Perkins	1st Placement	\$88,156.27	\$55,341.64
Perkins	2nd Placement	\$44,764.99	\$2,876.58
Tuition/Instit./AR	1st Placement	\$11,088.00	\$0.00
Tuition/Instit./AR	2nd Placement	\$271,742.46	\$47,128.65

E. Old Dominion University (“ODU”) Background

Old Dominion University (“ODU”) is a state-assisted institution in Norfolk, Virginia, part of the metropolitan and historic Hampton Roads area with a population of 1.6 million people. Currently, university enrollment exceeds 24,000 students, including over 700 international students from 88 countries. Within eight colleges, ODU offers 70 baccalaureate programs, 54 master’s degree programs, 42 doctoral programs, and two education specialist programs. Additional information about Old Dominion University may be found at www.odu.edu.

The University pursues debt in accordance with the guidelines set forth by the Commonwealth of Virginia in the Virginia Debt Collection Act. Virginia State law requires that the university make every attempt to collect past due amounts owed to state agencies. If, after 120 days, full payment of a debt has not been received, the student account is placed with the University's collection agency, which is currently Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by ODU during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins Loan	1st Placement	\$371,442.00	\$296,605.00
Perkins Loan	2nd Placement	\$158,473.81	\$41,946.05
Institutional/AR	1st Placement	\$4,542,560.56	\$2,280,102.20
Library	1st Placement	\$17,315.35	\$2,326.87

2014			
Perkins Loan	1st Placement	\$408,361.00	\$337,446.00
Perkins Loan	2nd Placement	\$74,638.75	\$29,619.20
Institutional/AR	1st Placement	\$5,585,657.65	\$2,752,899.01
Library	1st Placement	\$20,374.13	\$6,063.78
2015			
Perkins Loan	1st Placement	\$342,931.00	\$266,655.00
Perkins Loan	2nd Placement	\$36,964.01	\$20,535.40
Institutional/AR	1st Placement	\$5,626,912.58	\$2,811,367.48
Library	1st Placement	\$16,789.63	\$6,677.49
2016			
Perkins Loan	1st Placement	\$770,156.00	\$300,538.00
Perkins Loan	2nd Placement	\$176,632.49	\$43,209.23
Institutional/AR	1st Placement	\$7,408,882.49	\$3,772,050.37
Institutional/AR	2nd Placement	\$32,471.39	\$6,689.39
Library	1st Placement	\$11,049.90	\$4,713.16
2017			
Perkins Loan	1st Placement	\$346,364.00	\$178,232.00
Perkins Loan	2nd Placement	\$705,907.74	\$15,119.84
Institutional/AR	1st Placement	\$7,552,448.58	\$3,068,945.65

F. Radford University (“RU”) Background

Radford University (RU) is a comprehensive public university of 9,400 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 67 degree programs in 38 disciplines and three certificates at the undergraduate level; 22 master's programs in 17 disciplines and three doctoral programs at the graduate level; 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Athletic Conference, Radford University competes in 16 men's and women's varsity athletics. With over 270 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. Total enrollment is 9,401. Undergraduate enrollment is 8,453 and graduate enrollment is 948. Learn more at www.radford.edu.

The Office of the Bursar at RU is committed to providing excellent customer service to students, parents and the campus community by providing a variety of services including the billing and collection of tuition and fee payments, administration of university payments plans, and the disbursement of financial aid funds.

The Office of the Bursar is responsible for overseeing the collection of all delinquent student accounts and institutional loans. When a student account becomes delinquent, the Office of the Bursar will send monthly billing statements to the student. Additionally, up to two (2) delinquency letters are sent to the student to inform them of their outstanding indebtedness. Once an account is 60 days past due, the delinquent balance is eligible to be transferred to a state-approved collections agency. If accounts are placed with a collection agency, account

holders must submit their payment(s) directly to the collection agency and also pay the additional fees associated with the increased collection efforts.

RU has contracted the billing services of Heartland ECSI, for its Federal Perkins Loan Program. This partnership encompasses loan payments, collection services, interface with Heartland ECSI, and collection agency placements. RU currently utilizes the collection services of ConServe and Williams & Fudge.

The total aggregate amount turned over for collection by RU during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$157,287.30	\$72,169.91
Tuition/Instit./AR	1st Placement	\$77,463.93	\$26,705.56
Tuition/Instit./AR	2nd Placement	\$48,173.58	\$10,745.50
Nursing/HPSL	1st Placement	\$21,739.53	\$7,931.16
2014			
Perkins	1st Placement	\$55,594.76	\$28,321.15
Tuition/Instit./AR	2nd Placement	\$91,169.74	\$31,877.58
2015			
Perkins	1st Placement	\$439,278.44	\$119,065.86
Tuition/Instit./AR	1st Placement	\$164,560.18	\$44,229.39
Tuition/Instit./AR	2nd Placement	\$67,194.88	\$7,344.50
2016			
Perkins	1st Placement	\$239,165.05	\$111,898.26
Perkins	2nd Placement	\$33,388.00	\$0.00
Tuition/Instit./AR	1st Placement	\$221,698.07	\$65,393.57
2017			
Perkins	1st Placement	\$316,340.56	\$154,537.21
Perkins	2nd Placement	\$90,934.00	\$17,793.00
Tuition/Instit./AR	1st Placement	\$267,705.22	\$52,436.82
Tuition/Instit./AR	2nd Placement	\$62,655.80	\$3,642.84
Nursing/HPSL	1st Placement	\$12,603.63	\$4,871.68

G. University of Mary Washington (“UMW”) Background

The University of Mary Washington (UMW) is a premier, selective, coeducational, public institution located in Fredericksburg, VA within an hour’s drive of both Washington, D.C., and Richmond, VA. We have approximately 4,000 undergraduate students from about 34 states and many foreign countries. Further information about the University can be found at the following website: www.umw.edu.

The Office of Student Accounts is dedicated to providing all customers with excellent service, in a friendly and timely manner while maintaining internal controls to ensure transactions are accurately processed and records are properly maintained. The Office of Student Accounts is responsible for: the assessment and billing of tuition, housing fees, dining charges, and other University fees; invoicing third-party payers; processing refunds to eligible students; and handling all inquiries concerning tuition transactions. As an agency of the Commonwealth of Virginia, UMW has a public obligation to ensure that all expenditures are essential and reasonable and to ensure all revenues due are timely collected

in support of the mission of the University.

When student account payments are past due the Office of Student Accounts will attempt to contact the student by emails, phone calls and if the balance still goes unpaid, two (2) letters are mailed to the home address. Once an account is 60 days past due, the delinquent balance is subject to transfer to a private collection agency or the Attorney General's Office for collection, as well as credit bureau reporting. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency. The University will recover all collection fees and attorney's fees from delinquent debtors. UMW's current collection service providers are Williams & Fudge, ConServe and The Office of Attorney General.

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$59,141.76	\$25,522.29
Tuition/Instit./AR	1st Placement	\$329,815.53	\$155,780.36
Tuition/Instit./AR	2nd Placement	\$6,346.43	\$0.00
2014			
Perkins	1st Placement	\$68,701.52	\$65,612.04
Tuition/Instit./AR	1st Placement	\$504,797.49	\$206,752.51
Tuition/Instit./AR	2nd Placement	\$137,672.94	\$11,997.33
2015			
Perkins	1st Placement	\$26,794.09	\$13,503.60
Tuition/Instit./AR	1st Placement	\$81,398.71	\$36,928.79
Tuition/Instit./AR	2nd Placement	\$25,988.66	\$0.00
2016			
Perkins	1st Placement	\$133,190.99	\$26,073.00
Perkins	2nd Placement	\$9,776.00	\$0.00
Tuition/Instit./AR	1st Placement	\$108,614.71	\$50,871.55
Tuition/Instit./AR	2nd Placement	\$166,261.62	\$3,541.27
2017			
Perkins	1st Placement	\$33,729.54	\$13,543.22
Perkins	2nd Placement	\$84,909.98	\$19,295.25
Tuition/Instit./AR	1st Placement	\$93,581.32	\$40,337.80
Tuition/Instit./AR	2nd Placement	\$32,390.10	\$2,234.10

H. University of Virginia ("UVA") Background

The total aggregate amount turned over for collection by UVA during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$65,124.71	\$61,342.70
Perkins	2nd Placement	\$147,236.06	\$9,002.30
Perkins	3rd Placement	\$170,131.00	\$31,118.00
Tuition/Instit./AR	1st Placement	\$1,352,927.88	\$126,713.50

Tuition/Instit./AR	2nd Placement	\$130,033.90	\$10,229.37
Tuition/Instit./AR	3rd Placement	\$32,841.03	\$1,565.00
Nursing/HPSL	1st Placement	\$6,998.57	\$2,716.74
Nursing/HPSL	2nd Placement	\$5,820.99	\$0.00
2014			
Perkins	1st Placement	\$41,975.52	\$21,804.38
Perkins	2nd Placement	\$303,060.32	\$74,395.48
Perkins	3rd Placement	\$19,358.00	\$4,585.00
Tuition/Instit./AR	1st Placement	\$435,634.39	\$69,668.44
Tuition/Instit./AR	2nd Placement	\$365,196.25	\$2,606.03
Tuition/Instit./AR	3rd Placement	\$360,085.22	\$1,507.70
Nursing/HPSL	1st Placement	\$2,164.40	\$950.00
Nursing/HPSL	2nd Placement	\$23,262.33	\$7,615.40
Nursing/HPSL	3rd Placement	\$9,329.31	\$3,423.71
2015			
Perkins	1st Placement	\$44,143.29	\$27,677.96
Perkins	2nd Placement	\$91,929.64	\$32,793.94
Perkins	3rd Placement	\$19,358.00	\$15,748.88
Tuition/Instit./AR	1st Placement	\$411,990.05	\$91,504.41
Tuition/Instit./AR	2nd Placement	\$489,878.41	\$64,098.82
Tuition/Instit./AR	3rd Placement	\$9,857.00	\$0.00
Nursing/HPSL	1st Placement	\$788.89	\$669.00
Nursing/HPSL	2nd Placement	\$3,274.57	\$2,152.10
2016			
Perkins	1st Placement	\$68,211.44	\$35,372.41
Perkins	2nd Placement	\$72,228.27	\$22,586.26
Tuition/Instit./AR	1st Placement	\$338,958.43	\$55,244.70
Tuition/Instit./AR	2nd Placement	\$239,867.49	\$7,940.14
Tuition/Instit./AR	3rd Placement	\$398,002.64	\$4,486.00
Nursing/HPSL	1st Placement	\$4,306.25	\$2,177.17
Nursing/HPSL	2nd Placement	\$1,355.00	\$1,000.00
2017			
Perkins	1st Placement	\$55,474.40	\$34,112.16
Perkins	2nd Placement	\$207,917.19	\$60,020.45
Tuition/Instit./AR	1st Placement	\$466,678.25	\$72,150.33
Tuition/Instit./AR	2nd Placement	\$204,982.26	\$10,348.69
Nursing/HPSL	1st Placement	\$2,025.29	\$733.69
Nursing/HPSL	2nd Placement	\$12,615.33	\$0.00

I. Virginia Commonwealth University (“VCU”) Background

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 216 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, and 28 graduate and professional programs are ranked among the best in the nation in U.S. News & World Report’s “America’s Best Graduate Schools,” including the No. 1 ranked sculpture and nurse anesthesia programs. As one of the nation’s top research universities, VCU attracts more than \$255 million a year in sponsored research funding.

VCU Medical Center is one of the nation's leading and Central Virginia's only academic medical center. It includes the 865-bed MCV Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician-faculty, and the health sciences schools of VCU.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 18,650 employees, including almost 2,000 full-time instructional faculty, and many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be \$3.6 billion in annual spending that supports 43,705 jobs.

VCU's Student Accounting Department begins notifying students who have a balance for the current semester by email notification after 30 days has occurred and continues to send a billing statement to the student electronically generally every 30 days during the semester. A final written notice is sent to their permanent address along with an electronic notice after the semester ends. If all collection attempts fail, the outstanding balance is referred to the VCU Collections Unit.

The VCU Collections Unit sends two (2) written notices to the address provided by Student Accounting and if no response, VCU litigates on the student's account and lists the student's tuition and fees balance with the Virginia Department of Taxation for inclusion in the Debt Set-off Program. VCU contracts with a billing agent, Heartland ECSI, for Federal Perkins loans, Medical Profession Loans and University loans. VCU's current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of these loans. VCU's current collection service providers are Williams & Fudge, Alltran and ConServe.

The total aggregate amount turned over for collection by VCU during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$879,139.38	\$289,733.62
2014			
Perkins	1 st Placement	\$414,823.19	\$224,080.12
Nursing HPSL	2 nd Placement	\$5,167.48	\$0.00
2015			
Perkins	1st Placement	\$327,228.37	\$217,069.74
2016			
Perkins	1st Placement	\$126,425.30	\$65,514.33
Perkins	2nd Placement	\$119,003.72	\$119,003.72
Nursing/HPSL	2 nd Placement	\$35,991.38	\$0.00
2017			
Perkins	1st Placement	\$8,186.34	\$7,224.84
Perkins	2nd Placement	\$162,206.68	\$106,727.71

J. Virginia Military Institute (“VMI”) Background

Virginia Military Institute (“VMI”) is a wholly undergraduate public institution in Lexington, Virginia with an enrollment of approximately 1700 students and more than 600 faculty and staff. The Institute has 15 academic departments that offer 48 majors, minors, and concentrations. Further information about the Institute can be found at the following website: www.vmi.edu/about/.

The Comptroller’s Office at VMI is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the institute with accurate and timely financial procedures.

The Comptroller’s Office is responsible for managing collections of student accounts, as well as Perkins loan accounts. When student account payments are past due the Comptroller’s Office will attempt to contact the student by mailing three (3) letters to the home address and making one (1) phone call. Once an account is 60 days past due, the delinquent balance is subject to transfer to a collection agency. Once accounts are placed with a collection agency, account holders must make repayment directly with to the collection agency, and the account holder is responsible for the additional fees associated with collection efforts on cadet accounts.

VMI contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. VMI’s current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts. VMI’s current collection service providers are Williams & Fudge and Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by VMI during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$141,463.98	\$77,616.65
Tuition/Inst./AR	1st Placement	\$16,009.72	\$1,740.98
2014			
Perkins	1st Placement	\$75,721.41	\$56,605.08
Tuition/Inst./AR	1st Placement	\$18,260.84	\$2,027.25
2015			
Perkins	1st Placement	\$93,130.24	\$64,877.41
Tuition/Inst./AR	1st Placement	\$5,186.64	\$3,679.44
2016			
Perkins	1st Placement	\$33,367.34	\$17,693.50
Tuition/Inst./AR	1st Placement	\$5,421.13	\$1,907.45
2017			
Perkins	1st Placement	\$27,520.23	\$0.00
Tuition/Inst./AR	1st Placement	\$8,073.91	\$296.09

K. Virginia Polytechnic Institute and State University (“Virginia Tech”) Background

Virginia Polytechnic Institute and State University (“Virginia Tech”) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university’s main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, *Ut Prosim* (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth’s most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia

The Office of the University Bursar (OUB) at Virginia Tech is responsible for managing the collections of student loan accounts. When a student loan account is past due OUB attempts to contact the student twice before sending the account to collection. The student is sent an email and a letter. At approximately 90 days past due the past due balance is sent to a collection agency. The account will remain in collection for one year or until it is brought up to date, whichever comes first. The account holder is responsible for the additional fees associated with collection efforts.

Virginia Tech contracts with a billing agent, Heartland ECSI for student loan account payments. Virginia Tech’s current collection service providers interface with Heartland ECSI (*at no cost to the University*) in the collection of student loan accounts. Currently, Williams & Fudge and Alltran are collection service providers for Virginia Tech.

The Office of the University Bursar is also responsible for collection of all AR account receivables. This includes AR, Vet Med, Equine Medical Center, Center for Family Services, VT Electric, and Parking service. The clients are sent past due emails at 30 and 60 days with a final demand letter at 60+ days. This advises of the collection date and the collection fees associated with the collection agency. If no payments are made the accounts are coded for collections within a 60-90 day time frame depending on the original charge. Departmental charges are billed and contacted by the origination department prior to being sent to OUB for collection purposes.

The total aggregate amount turned over for collection by Virginia Tech during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$24,490.84	\$13,902.29
Tuition/Instit./AR	1st Placement	\$1,372,395.30	\$459,517.76
Tuition/Instit./AR	2nd Placement	\$81,591.45	\$5,475.81
2014			
Perkins	1st Placement	\$35,643.94	\$18,995.12
Tuition/Instit./AR	1st Placement	\$1,125,704.82	\$457,585.29

Nursing/HPSL	1st Placement	\$1,151.93	\$1,151.93
Tuition/Instit./AR	2nd Placement	\$59,305.63	\$7,095.86
2015			
Perkins	1st Placement	\$66,286.11	\$21,475.20
Perkins	2nd Placement	\$8,528.49	\$6,460.67
Tuition/Instit./AR	1st Placement	\$876,646.16	\$271,335.72
Tuition/Instit./AR	2nd Placement	\$91,148.85	\$16,332.65
Nursing/HPSL	1st Placement	\$614.50	\$614.50
2016			
Perkins	1st Placement	\$49,560.19	\$26,758.83
Perkins	2nd Placement	\$27,318.22	\$10,249.15
Tuition/Instit./AR	1st Placement	\$1,168,907.12	\$357,684.83
Tuition/Instit./AR	2nd Placement	\$149,586.89	\$16,238.13
Nursing/HPSL	1st Placement	\$2,103.03	\$2,103.03
2017			
Perkins	1st Placement	\$26,767.82	\$20,440.40
Perkins	2nd Placement	\$7,305.81	\$2,576.72
Tuition/Instit./AR	1st Placement	\$1,129,330.03	\$243,128.63
Tuition/Instit./AR	2nd Placement	\$55,809.50	\$19,332.78
Nursing/HPSL	1st Placement	\$450.23	\$0.00

L. The College of William & Mary (“W&M”) Background

The College of William & Mary (“W&M”) is the second oldest institution of higher learning in America and the first to become a university. W&M has 6,285 undergraduates, 2,455 graduate students, 687 full-time faculty members with more than 40 undergraduate degree programs and more than 40 graduate and professional degree programs. Degrees conferred include: B.A., B.B.A., B.S., Ed.D., J.D., LL.M., M.A., M.A.C., M.B.A., M.Ed., M.P.P., M.S., M.S.B.A., Ph.D. See www.wm.edu for more details on W&M.

The Bursar’s Office at W&M is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the university with accurate and timely financial procedures.

The Bursar’s Office is responsible for student accounting, cashiering and receivables and collections activities for the college. The office manages billings, collections, deposits and accounts for the revenue. When account payments are past due the Bursar’s Office, after 2-3 previous mailings, will attempt to contact the student by mailing a final demand letter to the mailing address on file and other attempts are made to contact by phone and/or email. Once an account is 60 days past due, the delinquent balance is subject to transfer to a collection agency. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency, and the account holder is responsible for the additional fees associated with collection efforts on any outstanding debt owed the college and also on Perkins loans.

W&M contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. W&M’s current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts. W&M’s current collection service providers are Todd, Bremer, & Lawson and Alltran.

The total aggregate amount turned over for collection by W&M during previous calendar years:

		Amount Placed	Amount Collected
2013			
Perkins	1st Placement	\$15,916.03	\$12,146.00
Perkins	2nd Placement	\$15,624.49	\$3,227.26
Perkins	3rd Placement	\$0.00	\$0.00
Tuition/Instit./AR	1st Placement	\$31,902.56	\$23,353.99
Tuition/Instit./AR	2nd Placement	\$31,648.53	\$0.00
2014			
Perkins	1st Placement	\$35,801.15	\$22,751.33
Perkins	2nd Placement	\$11,487.22	\$0.00
Perkins	3rd Placement	\$7,500.06	\$0.00
Tuition/Instit./AR	1st Placement	\$48,961.37	\$36,265.98
Tuition/Instit./AR	2nd Placement	\$9,217.52	\$113.16
2015			
Perkins	1st Placement	\$53,685.13	\$28,816.87
Perkins	2nd Placement	\$224.47	\$0.00
Tuition/Instit./AR	1st Placement	\$51,783.63	\$40,212.70
Tuition/Instit./AR	2nd Placement	\$2,243.16	\$2,152.91
2016			
Perkins	1st Placement	\$52,810.77	\$41,878.00
Perkins	2nd Placement	\$4,649.82	\$0.00
Perkins	3rd Placement	\$6,547.80	\$1,121.05
Tuition/Instit./AR	1st Placement	\$74,521.14	\$53,276.00
Tuition/Instit./AR	2nd Placement	\$6,063.82	\$0.00
2017			
Perkins	1st Placement	\$52,451.00	\$31,639.00
Perkins	2nd Placement	\$4,449.68	\$0.00
Perkins	3rd Placement	\$2,536.45	\$0.00
Tuition/Instit./AR	1st Placement	\$62,453.32	\$53,069.33
Tuition/Instit./AR	2nd Placement	\$7,689.29	\$1,685.96

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University (JMU) seeks a Contractor that is an established industry leader in providing debt collection services that achieves the maximum recovery of debt for institutions of higher education. Specifically, the Contractor shall provide debt collection services for the following types of unpaid accounts: tuition and fees; student loans; returned checks; and miscellaneous receivable accounts.

A. The Contractor **shall be responsible for the following:**

- Providing collection services to the VASCUPP institution in accordance with all regulations and laws to include, but not limited to, the following:
 - Federal Regulations for Perkins loans
 - Fair Debt Collection Practice Act
 - Virginia Debt Collection Act (§ 2.2-4800 et seq.),
 - Consumer Credit Protection Act
 - National Defense Education Act of 1958, Title II,
 - Public Health Service Act Titles VII and VIII,
 - Gramm-Leach-Bliley Act
- Maintaining licenses as required by law, and in states necessary, to provide collection services.
- Undertaking the collection of all accounts referred by the VASCUPP institution without regard to the amount.
- Accepting cancellations, deferments, or postponements for any referred collection and Contractor agrees that no fees shall be charged to the VASCUPP institution in this event. The VASCUPP institution reserves the right to request the return of an account for any reason.
- Maintaining detailed and accurate accounting ledgers of all collected and disbursed monies throughout the contract period and providing a detailed accounting report at any time upon request by the VASCUPP institution.
- Providing a copy of the firm's Attestation Audit Letter annually to the VASCUPP institution.
- Remitting to the VASCUPP institution each month the net total of funds collected (*after debtor check payments have cleared*) in the previous month, with the exception of the funds collected for Federal Perkins Loans. Federal Perkins Loan account collections shall be remitted directly to the billing agent designated by the VASCUPP institution. The VASCUPP institution agrees to remit collection fees to Contractor in the event payments are made directly to the institution or the Billing Agent.
- Reporting to a minimum of one (1) national credit bureau each account referred by the VASCUPP institution, with the exception of Federal Perkins loans (*Federal Perkins loans are reported to the credit bureau by separate loan billing agents*). The accounts shall be placed with a credit bureau within sixty (60) days of placement with the Contractor. Contractor will make the necessary corrections when an account is reported in error.

- Designating a primary point of contact for the VASCUPP institution and provide a toll free phone number for debtors.
- Maintaining a fidelity bond that names the Commonwealth of Virginia as the beneficiary in the amount of one hundred thousand (\$100,000) dollars throughout the term of the contract.
- Submitting a report with each monthly remittance check that includes the following information at a minimum for each account:
 - Name of the debtor
 - Account number
 - Date of payment by the debtor
 - Payment amount
 - Total amount paid for collection services
 - Total amount paid to VASCUPP institution

B. The Contractor shall not:

- Have authority to file suit on any account referred by the VASCUPP institution.
- Settle any account balance or agree to a compromise without the prior written agreement of the VASCUPP institution.
- Share in funds collected by the VASCUPP institution as a result of exercising authority for the Commonwealth Debt right of set-off granted by the Code of Virginia. The VASCUPP institution will notify the Contractor of any set-off monies received.
- Refer an account placed with the Contractor to another collection agency without prior approval by the VASCUPP institution.
- Perform services on an account that is subject to bankruptcy proceedings. The Contractor shall notify the VASCUPP institution immediately in writing of any bankruptcy notices.

C. Describe in detail your firm's approach to each of the following items. Failure to provide responses to the items below may result in rejection of the proposal.

1. Describe in detail the types of accounts for which your company performs and provides debt collection services.
2. Describe the standard methodologies employed to maximize the collection of account receivables. Include the minimum number of telephone calls to debtors and the maximum number of telephone calls to debtors.
3. Describe any differences in your firm's processes for 1st placement recovery services vs 2nd placement recovery services.
4. Describe communication process with debtors. Provide examples of templates used.
5. Describe in detail the proposed approach (*work plan*) for performing and providing collection services and for communicating with the VASCUPP institution in regards.

6. Provide an example of the remittance report that will be included within each payment to the VASCUPP institution.
7. Describe how cancelled, postponed, or deferred accounts will be handled.
8. Specify all options/methods of placing accounts (*e.g., paper, email, fax, secure website, etc.*)
9. Describe your firm's process for remaining compliant with all current laws and regulations.
10. Provide a copy of your firm's most recent federally required Student Financial Assistance compliance (*attestation*) audit letter.
11. Discuss your firm's compliance with the Federal Fair Debt Collection Practices Act (*FDCPA*). Specify any areas of previous non-compliance and corrective actions taken.
12. The Contractor shall comply with the Gramm-Leach Bliley Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty, and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information. Provide a copy of your firm's Gramm-Leach-Bliley Act Safeguard Policy and describe how your firm maintains best industry practices as it relates to compliance with this act.
13. Specify if your firm rules on the Code of Virginia for collection fee regulations or the codes of the residing state of the debtor.
14. Describe your firm's process for reporting referred accounts (*with the exception of Federal Perkins Loans*) to national credit bureau(s). Describe the process for making necessary corrections when an account is reported in error.
15. Describe how your firm will work with Billing Agents that are responsible for Perkins Loan Payments.
16. Describe your firm's cash-handling procedures and controls.
17. Describe in detail your firm's process in the event a Non-Sufficient Funds (NSF) check is returned from a debtor's payment.
18. Describe your process of pursuing collections on accounts that are disputed by either the debtor or the debtor's attorney.
19. Describe in detail the administrative services and support services (*to include automated support/collection software*) provided.
20. Describe the process and timeline for returning unpaid accounts to the VASCUPP institution.
21. Describe how your firm would handle the transition from another Contractor to your firm. Identify issues to be addressed and describe the steps your firm would take to minimize the impact on the VASCUPP institution.

22. Describe in detail all reports that will be provided to the VASCUPP institution and the frequency for providing them. Submit a sample of each standard report.
23. Describe how different types of accounts will be classified for reporting purposes.
24. Describe your company's ability to customize reports and reporting timelines at the VASCUPP institution's request.
25. Describe how your firm can assist VASCUPP institutions with the Fiscal Operations Report and Application to Participate (FISAP).
26. Describe your firm's ability and qualifications to provide international collection services.
27. Provide the names of any professional organization that your firm belongs to.
28. Specify if your firm has been purchased/merged within the last five years. Specify any plans to purchase or merge with another company.
29. Specify if your firm has been cited for any audit exceptions within the last five years. If so, provide dates, reasons, and resolution for each exception.
30. Specify if your firm has had or has any litigation issues. If so, provide dates, reasons, and resolution for each issue.
31. Describe your business structure to include the relationship between any parent company and subsidiaries. Specify any business relationships with loan billing agents.
32. Describe your firm's qualifications and experience in providing collection services to institutes of higher education. Provide the contact information and qualifications of the person who will be the primary point of contact to VASCUPP institutions.
33. Provide an overview of your firm's financial status to include financial statements, bank references, Dun & Bradstreet or equivalent rating, and any other information that is relevant to your firm's financial stability and solvency.
34. Provide three (3) references of higher education institutions where your firm currently provides collection services. Each reference should include name of the institution, a brief summary of the scope, mailing address, and the name and contact information of a primary contact person.
35. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts, including quantitative data. Provide an explanation for how calculations were determined.
36. Describe your firm's ability to work with and accommodate the different needs of various VASCUPP institutions (*remittance timelines, inactive account returns, payment processes, etc*).
37. Describe all methods for processing payments from debtors.

38. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:
- Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.
 - Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).
 - If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

- RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - One (1) original and five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - One (1) electronic copy in WORD format or searchable PDF (*CD or flash drive*)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

- The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of

the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Responses to Section IV. Statement of Needs of this RFP.
3. Offeror Data Sheet, included as *Attachment A* to this RFP.
4. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
5. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
6. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	Points
1. Quality of products/services offered and suitability for intended purposes	20
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<hr/> 100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- C. AWARD OF CONTRACT: Award of a contract to perform services as described in this RFP does not obligate VASCUPP schools to use the contract and individual VASCUPP institutions will have the option of utilizing or not utilizing a particular contractor that has been awarded a contract.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty

(30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **PRICING CURRENCY**: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR**: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT**: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT**: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	<hr/>		
	Name of Offeror	Due Date	Time
	<hr/>		
	Street or Box No.	RFP #	
	<hr/>		
	City, State, Zip Code	RFP Title	
	<hr/>		

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of three (3) successive two year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the James Madison University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received

SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names,

qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- T. CONTINUITY OF SERVICES:
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- U. PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this

document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- V. STANDARDS OF CONDUCT: Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while performing work on behalf of the University. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity.
- W. BLANKET FIDELITY BOND: Contractor shall maintain a blanket fidelity bond obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all personnel under contract to the Commonwealth of Virginia, with a penalty amount of not less than **\$100,000** naming the Commonwealth of Virginia as co-obligee. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of surety, limit and type of coverage, term of coverage, co-obligee provision and name and address of licensed Virginia insurance agent. The Contractor agrees to maintain such bond until one year after the completion of the contract.
- X. INSURANCE, MONEY AND SECURITIES: Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by the Commonwealth of Virginia, with limits of coverage of not less than **\$ 100,000** for Loss Inside the Premises Coverage and not less than **\$ 100,000** for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured with respect to this contract. Certificate of such protection must be presented to James Madison University prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

Other VASCUPP institutions may have different methodologies regarding invoicing. Each entity is responsible for negotiating their invoicing options and payment terms.

X. PRICING SCHEDULE

1. Contractor shall provide a **Total Fixed Collection Fee (% of Collected Amount)**, which shall include all costs associated with providing collection services. There shall be no additional charges allowed. The Total Fixed Collection Fee shall apply to collections on all accounts regardless of type of account or placement.
2. Provide any additional incentives/cost reductions offered if multiple VASCUPP institutions utilize a resulting contract with your firm.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____



July 13, 2018

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-997**
RFP Issue Date: **June 22, 2018**
Commodity: **Collection Services**
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**

Please note the clarifications or change(s) made on this proposal:

Question: Who are the current vendors?

Answer: **VASCUPP currently has contracts for collection services with Alltran Education, Inc, ConServe., Recovery Management Services, Inc., Todd, Bremer, & Lawson, and Williams & Fudge. The contractors used by individual VASCUPP institutions can be found within the *Background* section of the RFP.**

Question: What are the rates of the current vendors?

Answer: **Contract rates can be found within the contract documents located at www.vascupp.org**

Question: An Attestation Audit is required. Due to the lack of Perkins placements in recent years, our firm has not performed this audit since 2014. Will our last audit report suffice? If awarded a contract we will resume obtaining this annual audit.

Answer: **Contracted firms are required to provide a copy of the firm's Attestation Audit Letter annually to the VASCUPP institution(s). Refer to Question IV.C.10: Provide a copy of your firm's most recent federally required Student Financial Assistance compliance (attestation) audit letter.**

Question: Are financials required to be submitted? If so, is the requirement reviewed or audited financials?

Answer: **Refer to Section IV, C, Question #33.**

Question: Within the Statement of Needs-Section A it states that "accounts shall be placed with a credit bureau within sixty (60) days of placement with the Contractor". Our firm credit reports at 90 days in order to provide the student with ample time to resolve their debt without credit impact. Will VASCUPP allow us to keep this at 90 days?

Answer: **As stated in RFP# LBS-997: Contractor shall report to a minimum of one (1) national credit bureau each account referred by the VASCUPP institution, with the exception of Federal Perkins loans (*Federal Perkins loans are reported to the credit bureau by separate loan billing agents*). The accounts shall be placed with a credit bureau within sixty (60) days of placement**

with the Contractor. Contractor will make the necessary corrections when an account is reported in error.

Question: Is the University aware of the new collection laws that took effect on July 1? Will this apply to institutional loans that the University may place for collection or possibly tuition accounts that may have a signed student financial services agreement in place?

Answer: We are aware of the new collection laws that took effect on July 1, 2018. As stated in the RFP, Contractors shall be responsible for providing collection services to the VASCUPP institution in accordance with all regulations and laws to include, but not limited to, the following:

- Federal Regulations for Perkins loans
- Fair Debt Collection Practice Act
- Virginia Debt Collection Act (§ 2.2-4800 et seq.),
- Consumer Credit Protection Act
- National Defense Education Act of 1958, Title II,
- Public Health Service Act Titles VII and VIII,
- Gramm-Leach-Bliley Act

Sincerely,



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July 23, 2018

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-997**
RFP Issue Date: **June 22, 2018**
Commodity: **Collection Services**
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**

Please note the clarifications or change(s) made on this proposal:

Question: Why has VASCUPP decided to issue a RFP separate from the RFP currently being held by the Commonwealth of Virginia for statewide collection services?

Answer: **VASCUPP currently has their own contracts for collection services due to the unique needs of higher education institutions for this service. This RFP seeks to replace those contracts.**

Question: Which billing servicers do VASCUPP institutions use?

Answer: **Billing servicers are detailed in the Background Statement of RFP# LBS-997.**

Question: Does VASCUPP add collection costs to accounts? If so, please provide samples of student agreements/documentation that authorizes the addition of collection costs.

Answer: **VASCUPP schools communicate how collection costs are assessed through various mechanisms (*i.e. website, catalogs, pre-collection letters, etc*). If awarded a contract and contacted by an individual VASCUPP institution to provide collection services, the Contractor may request to see examples of how/where that particular institution notifies students of how collection costs are assessed.**

Question: Reference Part IV- Statement of Needs, Section C, Question #25 – Please provide more information on how VASCUPP wishes collection agencies to assist with FISAP. Are VASCUPP's current collection agencies providing this service?

Answer: **We are simply interested in knowing if there are services that offerors could provide to assist with FISAP. We do not believe these services are being provided currently.**

Question: Reference Part IV-Statement of Needs, Section C, Question #34- Three references are asked for here, at least five are sought on Attachment A. Is it ok to repeat references, or is the RFP seeking a total of 8+ distinct references?

Answer: **Statement of Needs, Section C, Question #34 asks that offerors provide three (3) references of higher education institutions where their firm currently provides collection services. References provided in Section C, #34 may be repeated in Attachment A if so desired.**

Question: Reference Part IV-Statement of Needs– Should proposals respond to Section IV. Statement of Needs in its entirety or only items listed in subsection C?

Answer: Offerors should respond to the questions in Section C. If the Offerors takes exception to any item in Section A or B this should be notated within their response.

Question: Reference Part V, Section A, #3.c – In lieu of labeling every paragraph of our response with the corresponding RFP requirement, will VASCUPP accept proposals that restate each response requirement in numerical order, immediately followed by our response? This, combined with a table of contents that cross references RFP requirements, will provide RFP evaluators with the most straightforward and easy to follow format.

Answer: Yes.

Question: Reference Part IV, Section A, #4 – How will scores for SWaM participation be calculated? Part VIII. Special Terms and Conditions, J. states that the Commonwealth has a goal of 42%. Is there a minimum percentage of the contract value that VASCUPP expects agencies to meet/subcontract?

Answer: Offerors that are SWaM certified by Virginia's Small Business and Supplier Diversity (SBSD) department on the day that the solicitation closes will receive the full 10 points; Offerors that submit a SWaM subcontractor plan (Attachment B) shall receive a percentage of the full 10 points based on the submitted SWaM subcontractor spend. Offerors are not required to be SWaM certified in order to submit a proposal.

Sincerely,



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August 3, 2018

ADDENDUM NO. THREE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-997**
RFP Issue Date: **June 22, 2018**
Commodity: **Collection Services**
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**

Please note the clarifications or change(s) made on this proposal:

Question: Reference Part IV Statement of Needs, Section C, Question # 30: Can you provide more information on what would constitute an "issue"? What is the level of information that you are looking for?

Answer: **JMU defines an "issue" as any litigation. It is acceptable to provide dates, reasons, and resolution for each litigation issue within the previous five (5) years.**

Question: Is it possible to obtain copies of the proposals form the last solicitation?

Answer: **Successful proposals from previous VASCUPP institution solicitations are within the awarded contracts and may be viewed at www.vascupp.org . Unsuccessful proposals must be requested from the procurement department of the VASCUPP institution that issued the solicitation.**

Sincerely,

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August 13, 2018

ADDENDUM NO. FOUR

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# LBS-997**
RFP Issue Date: **June 22, 2018**
Commodity: **Collection Services**
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**
August 21, 2018 at 2:00 p.m. (Eastern)

Please note the clarifications or change(s) made on this proposal:

The closing date and time has been extended to August 21, 2018 at 2:00 p.m. Eastern.

Question: Will each university supply the original Date of Default/Delinquency at time of placement in order to establish a valid Statute of Limitations?

Answer: **State funded schools do not have a statute of limitation on their debts.**

Question: Will collection costs be allowed and added to non-Perkins placements? If so, what authority does each university have to allow collection costs to be added to the amount placed?

Answer: **Most VASCUPP schools add collection costs to non-Perkins placements and each school will communicate their process to selected Contractors. Authority is pursuant to Sec 2.2-4805 et seq., of the Code of Virginia, and in accordance with rules and regulations promulgated by the State Comptroller and Attorney General of the Commonwealth of Virginia.**

Question: How will the collection costs to be imposed on an account be communicated by each university to us?

Answer: **This is communicated at the time of placement.**

Question: What are the schools' requirements regarding account retention?

Answer: **This varies by university and will be communicated by the university to each new Contractor.**

Question: Reference page 25, Letter J, Payment (d) of the RFP: This term and condition states that, "The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail...". Please clarify if this statement is referring to the consumer payments received and posted in our office or is the statement referring to payments made to the client by the agency.

Answer: **This refers to payments made by the university (agency) to Contractors.**

Question: Reference Part IV Section of Needs, Section C, Question # 17: Will the client accept a 14 day hold on payments to avoid returned payments?

Answer: Offerors should describe the process used in the event that Non-Sufficient Funds (NSF) check is returned from a debtor's payment.

Question: Reference Part IV Statement of Needs, Section C, Question # 15: Please define what is being referred to as "billing agent"?

Answer: The billing agent for each VASCUPP school is listed within the background statement.

Question: What are the collection fees currently being paid?

Answer: The current collection fees are specified within the current contracts, which can be found at www.vascupp.org.

Question: What are the settlement parameters (the % that can be forgiven) or does everything go through the VASCUPP schools?

Answer: As specified within the Statement of Needs, "The Contractor shall not settle any balance or agree to a compromise within the prior written agreement of the VASCUPP institution."

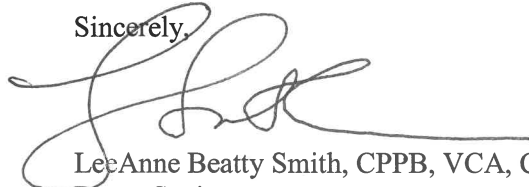
Question: How do we get the placements? Do the universities forward them?

Answer: VASCUPP institutions will deal directly with Contractor(s) after award and will forward any placements.

Question: How long do we keep the placements if we win the bid?

Answer: The length of the placement is determined by each VASCUPP institution.

Sincerely,



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