#### PCA Procedures Manual

for Private Collection Agencies contracted by Federal Student Aid

3/15/2019

Federal Student Aid, U.S. Department of Education

**Description:** This document describes the procedures and policies for private collection agencies (PCAs) to collect federal defaulted student loans and grants overpayments under the U.S. Department of Education's (ED) Federal Student Aid (FSA) collections contract. These procedures and policies are outlined in the Request for Quote and Statement of Work for PCAs and are further detailed here, in the Procedures Manual. Any questions regarding the procedures and policies described here should be directed to the FSA Contract Office Representative (COR) and Contract Officer (CO).

The Procedures Manual does NOT:

- 1. provide comprehensive guidance of all regulatory and contractual requirements for PCAs; or
- relieve PCAs and affiliated contractors of their obligation to comply with all of the statutory and regulatory provisions governing the statement of work; or
- 3. relieve the above from compliance with all contract requirements and other statutes and guidelines (including specific processing/training manuals) that are applicable to the ED collections contract.

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# 1.0 ACCOUNT RESOLUTION

**EXPECTATION:** PCAs will accurately counsel borrowers and determine the best course of action based on each customer's unique situation ensuring:

- compliance
- customer service
- account resolution

Customer service strategy must include not keeping a borrower or 3<sup>rd</sup> party on hold for more than one minute before a representative returns to the call or checks back with the customer to find out if they mind continuing to holding or if they would like their call returned.

PCAs must determine and document appropriate actions for account resolution, i.e. repayment of a defaulted federal student loan debt, and provide the documented strategy to FSA upon request.

The account resolution strategy must include:

- 1. listening to the borrower's description of his/her unique situation; and
- 2. determining the most appropriate repayment option based on the borrower's ability to repay, willingness to repay, and account information.

In determining the best solution, the PCA must balance what is in the best interest of the borrower against what is most fiscally responsible to the federal taxpayer. The PCA's should choose from the following account resolutions:

- balance in full
- loan rehabilitation
- loan consolidation
- loan compromise (a.k.a., settlement)
- standard repayment plan
- · evaluation for administrative wage garnishment
- evaluation for referral for litigation
- evaluation for administrative discharges (school-based discharges)
- evaluation for other administrative resolutions (e.g. total and permanent disability discharge)

# 2.0 REHABILITATION

Rehabilitation is an FSA repayment program where an eligible borrower can enter into an agreement to get their defaulted loan(s) into good standing by providing required documentation and making a specified number of on-time qualifying payments.

#### 2.1 ELIGIBILITY

This section goes over what makes a borrower and a borrower's loan(s) eligible for rehabilitation. This section also identifies how to resolve conditions that disqualify the borrower for rehabilitation.

# 2.1.1 Loan eligibility

Only loans are eligible for rehabilitation. Grant overpayment debts are not eligible.

# 1. Identify loan type:

| Loan Type                            |    |
|--------------------------------------|----|
| Direct Loans, including those that   |    |
| were originally TEACH grants         |    |
| FFELs and FISLs                      |    |
| Campus-based loans (Perkins,         |    |
| National Direct and National Defense | 2) |

2. Identify any disqualifying loan conditions:

| Loan condition   | Where on DMCS   |
|--|---|
| Previously rehabilitated loans   |   |
| FFEL, FISL, and Direct Loans previously rehabilitated on or after August 14, 2008 Or previously rehabilitated Campus-based (e.g., Perkins) loans                       | dNoRehab tag and/or a value of "Y" in the "Rehab Indicator' field on the DebtInfo UDP |
| Judgments or fraudulent FAFSA data   |   |
| FFEL, FISL, Direct Loans and Campus-based with judgments Disregard "judgment expiration date" on DMCS; judgments do not expire.  | Litigation or judgment information in UDP   |
| Inaccurate or fraudulent FAFSA data used   | "I" or "F" in the "Ineligible<br>Borrower Indicator" field on<br>the DebtInfo UDP     |
| Previously resolved loans, with outstanding balance  |   |
| Loans that have already been resolved (rehabilitated, consolidated, discharged, etc.) but that have a balance caused by a TOP reversal, bounced payment, or adjustment | Transaction screen review   |

# 2.1.2 Borrower eligibility

A borrower cannot enter rehabilitation if any of the following conditions apply. The PCA must resolve the condition before the borrower can be considered eligible for rehabilitation:

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| Condition                          | To resolve:  |
|------------------------------------|--|
| Borrower's first or last name is   | Obtain at least one form of legal identification (copy of driver's   |
| incorrect on DMCS due to           | license, passport, marriage or birth certificate, or court           |
| change, misspelled, etc            | documents of name change) showing the borrower's name and            |
|                                    | another identifying matching item (dob, address, SSN). If the        |
|                                    | documentation does not have another identifying matching             |
|                                    | item, a second form of legal identification would be required.       |
|                                    | Once the required documentation is received, submit it to            |
|                                    | Greenville for updates as instructed in section 12.4.6 "Name         |
|                                    | changes, social security number and date of birth changes"           |
| Pseudo or incorrect SSN            | Obtain at least two forms of legal identification (driver's license, |
|                                    | passport, social security card, or federal ID) showing the           |
|                                    | borrower's SSN. Once the required documentation is received,         |
|                                    | submit it to Greenville for updates as instructed in section         |
|                                    | 12.4.6 "Name changes, social security number and date of birth       |
|                                    | changes"   |
| Date of birth is missing, is       | Obtain at least one form of legal identification (driver's license,  |
| identified as incorrect, or is one | state-issued identification, birth certificate) showing the          |
| of the following known "plug"      | borrower's birth date. Once the required documentation is            |
| values: 12/31/1899; 1/1/1900 or    | received, submit it to Greenville for updates as instructed in       |
| 1/1/1910                           | section 12.4.6 "Name changes, social security number and date        |
|                                    | of birth changes"  |
| Borrower's address is              | Verify a new address or borrower confirms address of return          |
| undeliverable                      | mail; update indicator on DMCS to valid, and letter goes out.        |
| Compromise agreement is still      | If compromise is not completed, check for and remove any tags        |
| pending                            | showing the account is still an active compromise.                   |
| For FFELs and FISLs, the           | If there are already completed references on DMCS you do not         |
| borrower does not have at least    | need three new ones and they do not have to be received in           |
| three complete and unique          | writing. References must include a name, phone number and            |
| references on file                 | address. The employer can be used as a reference.                    |
| TEACH loan with dNoRehab and       | These loans can only be serviced by PHEAA therefore they will        |
| dTPL debt level tag                | only be able to complete the rehabilitation through the              |
|                                    | exceptions process outlined in section 2.6.3, Automated              |
|                                    | Exceptions Request.  |
|                                    | *Note: If a borrower has more than one loan and only one of          |
|                                    | those loans is a TEACH loan all of the other loans will be           |
| The beautiful for the state of     | tagged with dNoRehab   |
| The borrower is in bankruptcy      | If the borrower is already making payments towards                   |
| and not eligible to rehabilitate   | rehabilitation, he/she can continue to do so voluntarily, but if     |
| except at FSA's discretion         | you are speaking with the borrower you should notify the             |
|                                    | borrower that the PCA will not pursue collections and the loan       |
|                                    | cannot be rehabilitated until the bankruptcy is complete, even       |
|                                    | if all the required payments are made and the RAL is returned.       |
|                                    | FSA's bankruptcy unit will handle on a case-by-case basis as         |
|                                    | outlined in 17.0 – ACCOUNT RETURNS, ADMINISTRATIVE                   |
|                                    | RESOLUTINS, AND BANKRUPTCY; borrowers in bankruptcy will             |
|                                    | be recalled from the PCA.  |

| The borrower is pursuing discharge due to total and permanent disability. | PCAs must never suggest that a borrower who is pursuing disability discharge should pursue rehabilitation. If the borrower requests on their own to pursue both disability and rehab simultaneously, this is permissible and you should follow the instructions as outlined in section 17.2.3 of this manual. |
|---|---|
| There is an active dispute on the loan(s                                  | Either wait for the dispute to be reviewed and resolved or the borrower has to rescind the dispute in writing.  |

#### 2.1.3 Borrower Fact Sheet

The **Borrower Fact Sheet (BFS)** summarizes all information about the borrower's rehabilitation eligibility, both the Loan eligibility (Section 2.1.1) and the Ineligible Borrower eligibility (Section 2.1.2) in most instances. This is a much easier way to obtain most of the data needed to determine borrower eligibility. Access the BFS from the "Collection" menu of DMCS, or by using the shortcut ctrl+shift+f.

The BFS will **NOT** identify whether the borrower's name, date of birth or social security number is incorrect.

Detailed instructions on how the BFS works can be found in the DMCS Private Collection Manual.

FFEL, FISL, and Direct Loans most recently rehabilitated before August 14, 2008 are eligible for rehabilitation and will have a value of "E" in the "Rehab Indicator" field on the DebtInfo UDP. If the debt is not picked up for funding review for the dNoRehab tag as that would prevent the account from being rehabilitated. If the tag is on the account you will need to submit it for funding through the regular exception requests outlined in section 2.6.4 "Regular exception requests".

#### 2.2 BORROWER EDUCATION

After verifying the borrower and his/her loan(s) are eligible, and checking DMCS to see if they are enrolled in any other voluntary (compromise, consolidation, standard repayment, etc....) or involuntary program (TOP, AWG, prior AWG suspend, litigation) that may require additional information to be given, it is the PCA responsibility to explain the main benefits (section 2.2.2) and borrower requirements (section 2.2.3) in their entirety during the initial rehabilitation discussion and during any subsequent discussions, so that the borrower can make an educated decision on whether or not to rehabilitate:

# 2.2.1 What is Rehabilitation?

Rehabilitation is a repayment program where an eligible borrower can enter into an agreement to get their defaulted loan(s) into good standing by providing required documentation and making a specified number of on-time, qualifying payments.

#### 2.2.2 Benefits of rehabilitation

Although there are many benefits to rehabilitation that the PCAs may discuss with the borrower to help him/her decide whether it's the right choice, the benefits the PCAs must disclose in their entirety when educating a borrower about the benefits of loan rehabilitation are outlined below.

Once the loan is rehabilitated and transferred to the new federal loan servicer:

• Title IV eligibility is restored as long as you have no other federally defaulted student loans and meet all other student eligibility requirements. However, before the loan(s) is rehabilitated you

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- can apply for reinstatement after your 6th on-time consecutive monthly payment is made. You can only reinstate eligibility in this way once and you have to continue making payments or you will lose eligibility again.
- The loan is no longer in default and ED requests that credit reporting agencies remove the record of default reported by ED. The credit update is normally reflected in the next monthly credit reporting cycle. ED does not request that credit reporting agencies remove or update any credit reporting done prior to default, including reporting of late payments. If a Treasury offset pays your balance in full prior to completing the loan rehabilitation program, ED will not request that credit reporting agencies remove the default reported by ED from their credit report.
- Before completing the rehabilitation collection costs are charged on each payment made toward rehabilitation. ED does not charge any collection costs on a loan after it is rehabilitated.
   Once the loan is transferred to the new servicer, the collection costs will not be charged on the loan, unless you re-default.
- When beginning the rehabilitation program, if the loans included are already certified for offset, they will continue to be offset until a signed and dated rehabilitation agreement letter is returned, and 5 or more on time eligible payments are posted and all other requirements are met.
  - (PCA should refer to section 2.6 and Chapter 8 on what will be required in order to ensure the offset is stopped in this way if the borrower provides what is required)
- FSA will stop any current garnishments on the loans being rehabilitated. However, prior to rehabilitating the loans, if they are on an active garnishment (the order of withholding, WG15, was sent to the employer) you may be able to suspend the garnishment on the loans included in the rehabilitation after the 5<sup>th</sup> on time payment is made as long as you meet all of the other requirements. (See section 2.5.1, "Suspending AWG for rehabilitation" and section 2.4, "REHABILITATION AGREEMENT LETTER (RAL)" for what the requirements are for this benefit.)

The PCA must not attempt to provide any tax filing advice, such as suggesting the borrower defer filing or file an extension to avoid Treasury offset.

# 2.2.3 Borrower Requirements

The PCA **must** explain to the borrower all of the following requirements that need to be completed in order to qualify for rehabilitation:

- Loan(s) can only rehabilitate one time. If the loan(s) has rehabilitated in the past or if the loan(s) re-defaults after it has been rehabilitated, it cannot be rehabilitated again.
- The financial documents required in order to calculate the approved monthly payment amount for the rehabilitation program must be supplied before you are accepted into the program.
- A rehabilitation agreement letter (RAL) must be signed and returned and it must include the list
  of all eligible loans. (Optional: After 60 days, the PCA may pursue involuntary repayment or
  choose to extend additional time for the borrower to return the RAL.)
- (FFEL, FISL and Direct Loans) There must be nine full\*, timely\*, voluntary\* monthly payments
  made of an approved amount in the current\* ten month period as described in the
  Rehabilitation Agreement letter. One payment may be missed in the current ten-month period
  and still qualify for rehabilitation.

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(Perkins loans) Nine consecutive full, timely, voluntary payments of an approved amount must be made each month.

- \*Note: Which of the above two statement(s) that need to be provided to the borrower will be determined by what loan types will be included in the rehabilitation.
- Continue to make payments after the minimum of at least 9 have been completed until the loan(s) is transferred to the new servicer.

In addition the PCA must notify the borrower that:

The requirements are outlined in the Rehabilitation agreement letter as well as additional
information on the program. When you receive the letter please review it and contact us at
(PCA#) with any questions.

If the PCA is explaining what a qualifying payment is they must use the following explanation(s): Defining qualifying payments:

- Full Payments are defined as those meeting the Payment Schedule billing amount or the
  monthly equivalent of the billing amount for borrowers on a weekly, bi-weekly, or semi-monthly
  schedule. The full amount of the billing amount must be received in the form of a voluntary
  payment within twenty days of the billing due date—no more than 20 days early nor 20 days
  late.
  - Involuntary payments (wage garnishments, offsets, DOJ payments) do not count toward this requirement.
  - Split Payments Borrowers may make payments weekly or monthly, so long as the cumulative amount of voluntary payments received within 20 days of every due date equals or exceeds the current DMCS Payment Schedule billing amount. See also "Regular Exception Requests" below.
- Timely Payments are full payments received at the National Payment Center (meaning having an effective date on the Financial Transactions screen) within 20 days of the DMCS Payment Schedule billing due date—no more than 20 days early nor twenty days late.
  - Due dates may be changed at any point in the qualifying process, but the timeliness of all
    payments will be evaluated based on the DMCS Payment Schedule billing due date at the
    time the rehabilitation eligibility review is performed.
  - A due date of the 16<sup>th</sup> will be used if the borrower is billed other than monthly (e.g., bi-monthly).
  - PCAs must not establish a due date later than the 28<sup>th</sup> of the month.
- Voluntary payments are payments received from the borrower that were not received through "forced" collections or returned as insufficient/bounced/declined, reversed or stopped.
  - ED's Direct Debit Program (DDP) Payments count toward rehabilitation. If the borrower is on DDP as of the day rehabilitation eligibility is performed, the DDP information will be used to calculate the borrower's billing amount and due date as follows:
    - \* The due date will be used from the Payment Schedule window.
    - \* The billing amount will be the DDP amount multiplied by the number of payments debited per month (example, if debiting is weekly, the billing amount will be the DDP amount times four).

- Bounced/Insufficient/Declined Payments are payments that are returned from the bank or rejected by the debit/prepaid card agency and cannot be counted toward the series of qualifying payments.
- Payments reversed or stopped do not count towards the series of qualifying payments.
- Current Payments means not have failed to meet any of the above criteria for more than 20 days after the due date. The last payment cannot be the one (1) allowable missed payment.

#### 2.3 MONTHLY PAYMENT AMOUNT

PCAs must offer options for reasonable and affordable payments in this order:

- o a payment amount calculated under a 15% formula a.k.a. "15% rehab"; or
- o an alternative payment amount when the borrower cannot afford a 15% rehab a.k.a. "FIS rehab" (where "FIS" is short for Financial Information Statement.)

Borrowers who have not filed a federal income tax return, or whose household income has significantly increased since they last filed can only do a "FIS Rehab"

A monthly payment amount under either option is not valid unless it is calculated using the approved financial documentation described in the following sections.

# 2.3.1 15% rehabs

The PCA must first offer a payment amount equal to 15% of the amount by which the borrower's adjusted gross income (AGI) exceeds 150% of the poverty guidelines for his/her family size and state of residence, divided by 12.

- Acceptable documentation of AGI and family size includes:
  - a copy of the borrower's most recent federal income tax return (1040 or 1040-SE for selfemployed) for either of the two previous tax years (a borrower submitting documentation in January 2015 could submit either his/her 2014 or 2013 tax return); or
  - an official federal tax transcript (including transcripts provided by the IRS, as authorized by the borrower) for either of the two previous tax years. If the borrower and the spouse are living together, the borrower is filing separately, and the spouse did not file taxes, the borrower only needs to supply the borrower's 1040. When counting the dependents to determine family size, exclude the spouse.

W2 is not acceptable as a standalone document.

#### 2. Calculating the payment:

PCAs must use the most current version of the calculator approved by FSA to determine the 15% payment amount. Enter the following data:

- Enter the borrower's "State" of residency as of the date the PCA received the documentation. If the borrower lives out of the country leave the field blank.
- For the Country/Territory field, it should default to United States. If the borrower is living
  outside of the continental United States, choose the country the borrower is from. If the
  country is not listed choose "OTHER"

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- Enter the "Family Size" from the tax document or written statement; the "Poverty Level" field will automatically populate.
- Enter the AGI from the tax document; the "15% Amount" field and the "Monthly Payment" field will automatically populate, rounded to the nearest dollar.
- 3. The "Monthly Payment" field is the monthly payment allowed based on the information entered If the borrower verbally or in writing states they cannot afford the monthly payment amount for the 15% Rehab, they have not filed taxes in the past 2 years, that their family size is different than what is stated on the tax return or that their income has significantly increased since their last tax return, you can offer them a FIS rehabilitation. The conversation should be clearly documented in your notes.

#### 2.3.2 FIS rehabs

Borrowers who cannot afford a 15% rehab must complete and submit a Financial Information Statement (FIS), which is a detailed list of income and expenses.

- PCAs must use the information supplied on an OMB Form 1845-0120, which is formally entitled Loan Rehabilitation: Income and Expense Information (FIS) and the most current version of the FSA-approved calculator to determine the borrower's payment amount.
- PCAs must exclude from the calculation any figure for which proof is required, but not provided.
   The PCA must update DMCS Historical Events recording which figure was excluded and why.
- A complete and signed copy of the FIS form and proof of income and expenses is required in order to provide an accurate monthly payment amount for the borrower.
- Loan Rehabilitation: Income and Expense Information (FIS)
   Below is a chart that provides additional guidance to the PCA's on what type of proof is needed to complete each field of this form:

Section 1: Income

| Field                        | Acceptable Documentation/Guidelines   |
|------------------------------|---|
| 1 Your employment income     | Most recent 1040, or federal tax return transcript for either of the two previous tax years: or  Most recent W2 or 2 pay stubs (neither documentation can be older than 90 days from the date the FIS is signed)  |
| 2 Spouse's employment income | <ul> <li>Income to enter in calculator is monthly gross income minus all taxes<br/>(federal, state, local, Social Security and Medicare). Other mandatory<br/>deductions must be entered in their respective "expense" category later in<br/>the calculator.</li> </ul>             |
|                              | If the employer is not providing a paystub or is paying the borrower/spouse in cash then a letter from the employer as proof of income is acceptable.   |
|                              | <ul> <li>Spouse's income is required if borrower is married and lives with spouse.</li> <li>If borrower or spouse cannot show proof of income ask for cancelled checks, receipts or fill out in field 7 "Other Income" and place an explanation in the "Describe" field.</li> </ul> |
|                              | Self-employed borrowers or spouses should provide the most recent signed 1040 or 1040-ES worksheet (AGI (line 1 from the worksheet) minus their total estimated tax (line 13c from the 2015 worksheet).   |

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| Field  | Acceptable Documentation/Guidelines   |  |
|--|---|--|
| 3 Child support received   | Copy of divorce decree or support order preferred. If unavailable or if required payments are not being received, a signed statement from the borrower.   |  |
| 4 Social Security benefits   | Borrower or spouse's benefits statement from SSA.   |  |
| 5 Worker's compensation  | Borrower or spouse's pay stub and/or benefit letter (no older than 90 days).  |  |
| 6 Public assistance/List types 7 Other income/Describe               | For documents not clearly identified as award letters, if the PCA has verbally confirmed with the agency that it is their equivalent of an award letter they should update DMCS historical events and the document can be used  Any documentation that identifies source and amount (exclude other household) |  |
| 7 other meeting pescribe   | income not from the borrower or spouse).  |  |
| 8 Total monthly income (sum of items 1 through 7)                    | Add the amounts placed in each field for income (1-7) and place that amount here  |  |
| 9 If your monthly income is<br>\$0, explain your means of<br>support | If the above field (8) is \$0, explain how or by whom you are being supported, and where their non-verified income comes from.  |  |

# Section 2: Expenses

| Field                                | Acceptable Documentation/Guidelines  |
|--------------------------------------|--|
| 10 Food                              | None (IRS standard includes food, clothing, housekeeping, personal care, miscellaneous)  |
|                                      | Borrower will always be given the standard amount regardless of what he/she claims.  |
| 11 Housing                           | If borrower lives in US (includes Puerto Rico):  None (IRS standard combines housing, utilities and basic communication).  |
| 12 Utilities                         | Borrower will be allowed the <i>lower</i> of the IRS standard or what he/she claims.  If borrower lives outside US (including territories):  |
|                                      | Actual (rent, mortgage, lease, escrow or association dues, utility and communication bills). Evidence of maintenance contracts, etc. that a reasonable   |
| 13 Basic communication               | person would consider and reasonable for maintaining a residence. Borrower will be allowed his/her actual expenses.  |
|                                      | Basic communications include internet, cell phone, basic cable, etc.   |
| 14 Necessary medical/<br>dental      | Proof of what borrower is actually spending over \$60 per person: canceled checks and/or receipts, statements, etc. Just a bill showing amount owed is not acceptable.   |
|                                      | If borrower provides proof of amount they will be allowed <i>higher</i> of standard or documented actual.  |
| 15 Necessary insurance               | Health insurance (either pay stub or proof of monthly premium amount being paid)   |
|                                      | Auto insurance is included in the transportation section & homeowners/renters insurance is included in the housing standard. Life insurance is not allowable unless borrower provides proof it is required by court order. |
| 16 Transportation/Number of vehicles | None   |
|                                      | IRS standard only allows a certain number of vehicles per family size  |

| Field  | Acceptable Documentation/Guidelines  |
|--|--|
| 17 Child/dependent care  | Two most recent receipts/canceled checks (dated within past 90 days)   |
| Per OMB form instructions<br>this field should also<br>include other work-related<br>expenses. | If pays cash to daycare provider a written statement from the day care provider or an invoice/bill is acceptable  Borrower will be allowed documented actual.  |
|  | It is the borrowers responsibility to provide proof of whether the information is tuition or a day care expense, or the PCA needs to perform due diligence to confirm what the borrower provided.  |
|  | Also include mandatory work-related expenses or deductions, or court-ordered dependent expenses:  - Union dues   |
|  | Retirement contributions (do not include voluntary Thrift, 401k or IRA allotments)   |
|  | <ul> <li>Garnishments for taxes (borrower must provide proof of garnishment source)</li> </ul>   |
|  | <ul> <li>Court-ordered private school tuition (need copy of court order)</li> <li>Do not include other garnishments.</li> </ul>  |
| 18 Required child/spousal support  | Court Order & Canceled checks/unclear paystub deduction; or paystub that clearly shows the deduction is for child/alimony support  |
| 19 Federal student loan payments   | Current Statement (less than 90 days old)  |
| ,-,  | If ED or another entity is currently garnishing borrower for student loans then the average monthly AWG payment can be included. If the paystub is not clear what the garnishment is for the borrower will have to supply proof.   |
|  | Spouse's student loan debt can be included. A screen shot of the PCA notepad showing the payment amount is acceptable proof.   |
| 20 Private student loan payments   | Borrower or spouse's current statement (less than 90 days old)   |
| 21 Other Expenses  | None. There should be no other expenses they are claiming because they should be covered in the Food field) and Child/Dependent Care fields  |
| 22 Total monthly expenses (sum of  | Add the amounts placed in each field for expenses (10-21) and place that amount here   |
| items 10 through 21)   | THE CONTRACTOR OF THE CONTRACT |

# Section 3: AGI and Family Size

| Field   | Acceptable Documentation/Guidelines   |
|---|---|
| 23 Family Size  | Family size entered on the form or from tax documents, if provided  |
|   | If the family size on documents provided is different than what is entered onto the FIS, a letter, signed by the borrower, attesting to family size or which explain any special circumstances or inconsistencies in information regarding family size. |
| 24 Are you requesting rehabilitation of a Direct Consolidation Loan or a Federal Consolidation Loan that was made jointly to you and your spouse? | No documentation required but must choose "YES" if you are filing taxes jointly and supply the spouses name and SSN or "No" if not filing jointly.  |

### 2. FIS Borrower Supplement

There is a supplemental document that PCA's may include with the form that provides guidance on completing the form called the Documentation Required for Loan Rehabilitation: Income and Expense Information (FIS Borrower Supplement) that is provided in Appendix B. PCAs are not required to use the FIS Borrower Supplement and may instead provide their own guidance on how to complete the FIS. All PCAs will be held to the same standards when FSA reviews the FIS packages received to determine whether each FIS is complete and each payment calculated accurately.

# 3. Expenses not allowed for FIS rehabs

- Credit cards cannot be included in "other expenses" because purchases are already included in fields such as clothing, food, etc.
- If the borrower is set up on a payment arrangement for a past due debt (i.e. taxes), it can't
  be included in the borrower's expenses, UNLESS they are being garnished and the borrower
  provides proof of that.
- If a borrower claims parent(s) or a college student as dependent, then the expenses would show up in housing (if paying for retirement home) and in food & other expenses if living with them.

# 4. Additional instructions for completing the FIS form:

- If a borrower is starting a new job and is submitting paystubs or copies of paychecks, he/she
  must submit at least two paychecks so that the PCA can calculate an average.
- Borrowers who have no income should write \$0 in all income fields on the FIS. If the borrower writes \$0 in just one income field and leaves the others blank, that is also acceptable. If income field is blank on FIS, don't alter it. Update DMCS with what you used for income information.
- The PCA may accept a note or letter from the borrower explaining any discrepancies in information included in forms or documents submitted provided the borrower signs and date the note or letter. Example: proof of family size that differs from what the 1040 shows.
- Always document DMCS when there are variances between what the borrower stated on the FIS and what the documents showed and use the figures on the documents (borrowers tend to round; the documents are more accurate).
- For borrowers living overseas they will have to document those expenses that are dependent on locality in the calculator.
- The expense calculation will default to the "allowed" amounts if the borrower does not provide proof of expenses.
- For some expenses, a copy of a bank statement showing the payee name that can link to an
  expense category is sufficient proof.

### Other pertinent FIS rehab instructions

- The PCA may pre-populate the form and send it to the borrower for any necessary updates and signature.
- The FIS document can be a copy as long as it is of the borrower's wet signature (not e-signature and not "artwork") a fax copy is acceptable.
- If the date is incorrect or left out on the FIS document, the date stamp date is acceptable as long as the PCA updates their notepad.

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- · The signature on the FIS does not expire.
- Borrowers who do a FIS rehab must include all expenses and provide the associated documentation, regardless of whether they have income.
- 6. Calculating the payment for FIS rehabs

PCAs must use a calculator approved by FSA to determine the FIS payment amount. Enter the following data:

- Demographics at a minimum, enter the following
  - o State For borrowers residing in foreign countries leave the field blank.
  - County
  - Country/Territory should default to United States. If the borrower is living outside
    of the continental United States, choose the country the borrower is from. If the
    country is not listed choose "OTHER". The FIS calculator will automatically populate
    using the U.S. dollar exchange rate.
  - Family Size
  - Vehicles
- Monthly Income- each field pertinent to the borrower's documentation should be entered with what each section earns monthly based on gross earnings minus total of taxes.
  - When calculating Average Monthly Income, use the number of pay periods stated
    that they are paid and divide by 12; this will assist with teachers/seasonal
    employees. It is acceptable if the borrower verbally tells the PCA the number of pay
    periods, and it is documented on their notepad.
- Monthly Expenses can be populated with the data found on the FIS document supplied by the borrower and reviewed and approved by the PCA using the supporting documents.

Once all the data has been entered onto the calculator it will automatically calculate what the approved monthly payment amount will be under this program.

2.3.3 Determining the official payment amount for both programs If the payment calculated is \$0-\$4.99, then the official payment amount is \$5.00.

Minimum payment for either rehab type is \$5.00 per month.

### 2.3.4 Establish a payment schedule on DMCS

Once the accepted financial documentation has been received and a monthly payment amount equal to or greater than the amount calculated has been agreed to by the borrower, the PCA should update DMCS with the payment schedule within 1 business day (See the DMCS Private Collection Manual, "Creating a Voluntary Payment Arrangement" section for how to establish a payment schedule on DMCS)

\*Note: If the borrower entered into rehabilitation to <u>stop</u> the account from being <u>certified for tax offset</u> it is the PCA's responsibility to ensure billing is set up timely to ensure this happens. This is also one of the steps required for the treasury offset to be inactivated if the borrower is already certified for offset. See the all of the requirements in section 8.2 Avoiding Certification for Tax Offset and section 2.6

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PCAs must add the following standardized comments to DMCS using Action Code=Comment/Result Code=Comment to reflect the payment calculation method used:

# \*\*\*15% Rehab Agreement Established or \*\*\*FIS Rehab Agreement Established

#### 2.3.5 For both 15% and FIS rehabs

Payments made before the calculation - The borrowers may begin making "good faith" payments prior to calculation of the official payment amount. These payments will count toward the nine required for rehabilitation so long as they are timely and at least as large as the official calculated amount.

**Higher amounts** - PCAs may establish billing for a higher amount than what the calculator shows only upon request from the borrower and only after the borrower has been advised of the amount required based on the payment calculation method he/she has chosen. PCAs should also inform the borrower that the amount that will be on the agreement they receive will be the calculated amount.

**Failure to provide documentation** - If a borrower fails to provide the documentation required for either of the two acceptable payment amounts within 60 days of the PCA request, the PCA may pursue forced collection action.

**Poverty guidelines -** Every year new poverty guidelines and IRS standards are published and by May of each year a new 15% and FIS calculator will be provided to the PCA's. During this time there may be circumstances in which the borrower may fall where the PCA will need to determine if they have to use the old or the new calculator. Examples are below:

- If the borrower already had their payment amount calculated on the old calculator and all supporting documents were received before the new calculator was published the old calculation stands
- If the monthly payment amount agreed to was based on verbal financial information and then
  the financial documents were received after the new calculator was distributed then a new
  calculation using the updated calculator would be needed
- If a borrower is restarting rehab they must submit new documentation, if the old
  documentation was received more than 90 days ago to determine payment amount which
  would require the new calculation. Exception: 15% rehabs can use tax returns for either of the
  two previous tax years at the time the payment amount is calculated

# 2.4 REHABILITATION AGREEMENT LETTER (RAL)

After gathering the required financial documentation, calculating an approved payment amount, and reaching an agreement with the borrower for that amount or greater, the PCA must send the borrower an FSA-approved Rehabilitation Agreement Letter (RAL) (see appendices) that identifies each debt number that is to be included in this rehabilitation:

- the PCA must not send the RAL until all required documentation has been received and the borrower has agreed to a payment amount; and
- the PCA must send the RAL letter within 15 days of the receipt of all required financial documentation.

The monthly payment amount on the RAL must be the lowest amount calculated for the program the borrower has chosen, even if the borrower chooses to make higher payments.

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For all loan types, including Parent PLUS loans, in order for a borrower to be eligible for rehabilitation, the borrower must sign and return the RAL. The completed form must include the signature page and the list of all the debts included in this rehabilitation. Electronic signatures are not acceptable at this time. However, PCAs may accept an RAL with an original signature below the electronic signature.

Upon receipt of the signed RAL, the PCA must send the letter to Greenville to be imaged:

- Complete a Manifest for PCA Image Updates (see 12.0 Appendix A). This can be done daily/weekly/monthly.
- Send the signed rehabilitation agreement letter to the Greenville physical address:

U.S. Department of Education
ATTN: Archive
6201 Interstate 30 Highway
Greenville, TX 75402
\*\*\*Should not contain payments; must contain a manifest.

#### The PCA must ensure that the:

- entire RAL was imaged with the list of all eligible loans
- image was not a "Poor" copy in order for the account to be readied for a rehabilitation sale. If the image is a "poor" copy the PCA must ensure that a clear copy is submitted or if the copy imaged is legible a note explaining this on the DMCS Historical Events window should be added.

# 2.4.1 RAL - What is acceptable/unacceptable

Changes can be made to the RAL as long as they do not alter the terms of the agreement.

Acceptable: payment amount or the due date if PCA agreed to it and it matches the payment schedule on DMCS,

Unacceptable: Crossed-out terms such as interest capitalization and 20 day-grace.

The RAL should only have one due date regardless of whether the borrower is making payments weekly or monthly. It is that date that the 20-day grace period will be calculated from.

The payment amount used for the RAL should be based on the official calculated amount.

If borrower puts incorrect date, the date of the time stamp is acceptable

#### 2.4.2 When to send a new RAL for borrower signature

In the following instances, you will need to obtain a new signed agreement for imaging:

- If new loans are added to an account after the RAL is sent. For every debt to which a
  rehabilitation agreement tag has been added, there must be a signed RAL in the DMCS images
  listing that debt. No additional payments are required because the payments are based on
  income not balance
- If a borrower falls out of repayment and then wishes to start a new series of nine payments, the borrower must submit new documentation, if the old documentation was received more than 90 days ago. Exception: 15% rehabs can use tax returns for either of the two previous tax years at the time the payment amount is calculated.

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- If the borrower's payment amount increases because of new income documentation that was
  provided, the borrower must make at least 3 payments at the higher amount in order to submit
  the account for funding.
- If the PCA incorrectly calculated the payment, and it is lower than the required amount for the chosen program, and the borrower agrees to the higher payment (see section 2.6.1 for additional instructions).
- If a borrower has to restart their rehab (e.g. can use some of the payments already posted from the original rehab agreement) and the FIS financial documentation is older than 90 days the borrower needs to supply new documentation and if the new documentation increases the monthly payment amount, the borrower would need to sign a new RAL

# 2.4.3 Circumstances a new RAL is not required

In the following circumstances it is not required to obtain a new RAL:

- · The borrower changes his monthly due date.
- The borrower's payment amount decreases because he has provided new income documentation.

#### 2.4.4 Failure to return RAL

PCAs may cancel billing and pursue forced collection if the borrower fails to return the RAL within 60 days of its issuance.

# 2.5 WAGE GARNISHMENT

If a borrower seeks to avoid wage garnishment with a voluntary repayment agreement, and also seeks, and is eligible for, rehabilitation of his/her loans, the rehabilitation calculator trumps the AWG hardship calculator.

- If the account is not currently in the AWG process, the PCA must calculate the payment amount for rehabilitation using the reasonable and affordable payment guidelines for rehabilitation.
- If it is within the 30 days of the date the NPWW was sent or within the 15 days of a post-hearing decision, the PCA must calculate the payment amount for rehabilitation using the reasonable and affordable payment guidelines for rehabilitation. As long as the borrower makes their first scheduled payment by the 31st day after the date the NPWW was sent, the PCA must initiate suspension of AWG. If the borrower does not return the RAL within 10 days from the date the RAL, the PCA must reinitiate the garnishment (see 7.0 AWG for more instruction).
- If an Order of Withholding was sent to the employer and the borrower is in various stages of the garnishment process, the borrower may still qualify for rehabilitation by making voluntary payments. The borrower must be notified that the payments for the rehabilitation would be in addition to the amount being/to be garnished. The PCA must calculate the payment amount using the reasonable and affordable payment guidelines for rehabilitation and the PCA may include the average monthly garnishment as an expense on the FIS.

# 2.5.1 Suspending AWG for rehabilitation

If a borrower is on an **active garnishment** (order of withholding was sent to the employer), the PCAs must initiate the suspension of AWG on all rehab-eligible loans within 3 business days of when the borrower has made five of the nine payments required for rehab, ONLY if:

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- the payments were officially calculated using the required documentation for rehabilitation;
- for FFEL and Direct loans, there were five qualifying payments posted to DMCS in a six-month period; for NDSL, there were 5 consecutive qualifying payments;
- an approved, signed repayment agreement letter is received and sent for imaging; and
- the borrower has not previously earned suspension in this way.

Before suspending AWG, PCAs must review the case history to ensure suspension of AWG has not previously been granted. The borrower may only earn this suspension once throughout the duration of the default.

\*\*\*Important\*\*\* If the borrower has a mixture of eligible and ineligible debts (e.g., a POVR or a judgment loan), the PCA must only suspend AWG on the eligible debts by removing the dAWG tag. This is different than how you would suspend AWG on a borrowers account who has ALL of their debts included in the rehabilitation. AWG may continue on the ineligible debts. The PCA should counsel the borrowers when this is the case so they are aware that the garnishment payments will continue and only be applied to the accounts that are ineligible for rehabilitation. The borrower can choose to not exercise their right for the one time suspension because of this.

PCAs must manually initiate a refund review (see DMCS PCA Manual, "Requesting a Refund") upon borrower request if AWG payments are received after suspension has been requested.

If the borrower verbally states that they do not wish to take the onetime option of suspending the garnishment it must be clearly documented on the PCA notepad as well as the DMCS historical comments.

If the borrower falls out of repayment, meaning he/she would have to re-start his/her series of nine payments in order to rehab, the PCA can resume AWG without further notice to the borrower.

For instructions on how to suspend AWG for a borrower who has ALL of their debts in DMCS included in the rehabilitation and has met all of the above requirements for suspension, please review section 7.19.1.

# 2.6 REHABILITATION AND OFFSET

If a borrower seeks to avoid Treasury Offset (TOP) through a voluntary repayment agreement, and also seeks, and is eligible for, rehabilitation of his/her loans or if the borrower is already certified for TOP or SSA offset and is working on their rehabilitation, the following must occur in order to ensure they are inactivated in a timely manner.

# 2.6.1 Avoiding TOP Certification

If a borrower has received their 65day notice and wishes to avoid being certified for treasury offset by entering into a rehabilitation agreement the borrower must ensure the following happens before the 65<sup>th</sup> day after the letter was sent:

- Supply required financial documentation in order to accurately calculate an approved monthly payment
- 2. Have the 1<sup>st</sup> payment post to DMCS

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- 3. Make arrangements for any loans that are not eligible for rehabilitation

  If the borrower has provided all of the above, the PCA must ensure the following is updated by the 71<sup>st</sup> day after the letter was sent:
  - 1. Update the billing on DMCS
    - If the PCA fails to update this timely, the borrower will be certified for offset
  - 2. The PCA must notify the borrower if any loans cannot be included in the rehabilitation and either make satisfactory arrangements on those loans and ensure all steps are completed by the deadline by the borrower and PCA, or explain to the borrower that they will still be certified for offset for the balance of the loans not included in the rehabilitation.
  - The PCA must also explain to the borrower that they need to continue to make these payments on time each month or they will be activated for treasury offset if they fall out of the program

# 2.6.2 Inactivation after 5 payments

A borrower's loans will be inactivated from offset after the 5<sup>th</sup> qualifying on time payment is posted to DMCS and the rehabilitation agreement letter has been received and imaged.

The inactivation will happen automatically and timely as long as the PCAs ensure the following steps have been taken:

- 1. Send the RAL for imaging & ensure it is not a "poor" copy
- 2. Update the required letter tags (section 2.7) on DMCS
- 3. Update the billing on DMCS

Note: If the borrower entered into rehabilitation to inactivate their account from tax offset it is the PCA's responsibility to ensure that the above 3 steps are completed timely to avoid any additional offsets from happening.

# 2.7 PREPARATION AND SUBMISSION FOR REHABILITATION FUNDING

Prior to submitting an account for rehabilitation funding and applying the required letter tags, PCAs must:

- 1. Verify that the following documents have been imaged in DMCS and are legible and correct:
  - · all income and expense documentation used to compute the payment amount;
  - · a copy of the calculator results showing how the payment amount was calculated; and
  - the signed and dated RAL with the list of eligible loans.

If the images are in DMCS and they are marked "Poor Copy", the PCA must supply new images before they can submit the account for funding.

- Once the documents above have been imaged and verified of good quality, the PCA may apply the appropriate debt level letter tag for the loan type. It is the letter tag that triggers the account to be pulled for rehabilitation funding.
  - The below debt level tags are what should be used. You may find that you use all 3 for one borrower because the borrower has all 3 types of loans:
  - dRhAgreF = FFEL/FISL debt types

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- dRhAgreD = Direct Loan debt types
- dRhAgreP = Perkins debt types
- The PCA must check the payment schedule and make sure the billing due date and monthly payment amount are correct.

# 2.7.1 PCA calculated payment amount incorrectly

If the PCA calculates the borrower's payment to be lower than what was required and it is identified before the account(s) are funded, then the PCA must contact the borrower and explain the error and offer the borrower the options of (1) rehabilitation at the higher amount; or (2) waiting until he/she can afford the higher required payments.

If the borrower would like to rehab at the higher amount, then:

- 1. The PCA must send the borrower a new RAL with the updated higher amount.
- If the RAL tag had previously been added, the PCA must remove it until the new signed RAL has been received and imaged.
- 3. The PCA must update DMCS billing and leave a comment in the DMCS Historical Events describing what happened.
- 4. Any qualifying payments the borrower has already made at the incorrect lower amount may still be counted towards the required nine payments. The borrower does not have to start over, but must make any of the remaining payments at the higher amount. For example, if the borrower made six payments at the incorrect amount before the PCA discovered the error, the three remaining payments must be for the higher amount.
- 5. If the borrower had already made nine payments of the incorrect amount, all that is needed for the borrower to be eligible for rehab is a new signed RAL. Depending on how quickly the new RAL is processed, the borrower may need to continue to make payments at the higher correct amount in order to remain current and eligible for rehab.
- 6. The PCA must forward the corrected RAL and payment calculator to Greenville for imaging.
- 7. Once the borrower is eligible, the PCA will have to submit the account(s) in the exceptions process outlined in section 2.7.4.

If the borrower is unable to make the payments at the higher amount and the borrower is on the 15% rehab:

• the PCA may offer a payment amount for a FIS rehab instead (sections 2.3.2- 2.3.9). If the borrower chooses this, follow steps 2-7 above for sending a new RAL with a new payment amount calculated for a FIS rehab.

If the borrower can't afford payments at the higher amount under either the 15% rehab or the FIS rehab, they will not be able to rehabilitate their loans at this time and will need to make other arrangements.

If the PCA is unable to reach the borrower, the PCA must prevent rehab from occurring, by:

· removing the rehab agreement tag or by not adding it.

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 The PCA must update DMCS by noting the account with a summary of what happened and that they have been unsuccessful at reaching the borrower so they removed the account from the program until such time as the borrower is reached.

The PCA can stop the billing to prevent rehab from occurring.

# 2.7.2 DMCS transfer process

DMCS has automated processes (ETL's) that (1) detect accounts that are eligible for rehabilitation and (2) transfers the accounts to a federal loan servicer.

| ETL             | When   | Criteria  | Outcome, if criteria met:  |
|-----------------|--|---|--|
| (1) Eligibility | weekly, usually early<br>Friday morning  | <ul> <li>appropriate rehabilitation<br/>agreement tag</li> <li>active repayment<br/>schedule</li> </ul> | adds "dRhbElig" tag to account   |
| (2) Transfer    | <ul> <li>every weekend for<br/>FFELs, FISLs and<br/>Direct Loans</li> <li>second Tuesday of<br/>each month for<br/>Campus-based<br/>loans</li> </ul> | dRhbElig tag on account   | <ol> <li>debts are transferred;</li> <li>debt-level tag indicates receiving federal loan servicer:</li> <li>doAP: FedLoan Servicing (aka AES/PHEAA)</li> <li>doNelnet</li> <li>doSallie: Navient (fka SallieMae)</li> <li>doGrtLks: Great Lakes</li> </ol> |

If the DMCS automated processes are successful, PCA fees will be paid based on the date the rehabilitation closure transaction posts to DMCS (if the transaction posts in April, fees will be paid on the April invoice.)

# 2.7.3 Automated exception request

If the DMCS transfer process does not pick up an account believed to be eligible for rehabilitation, before making an exception request, the PCA must:

- Review the Borrower Fact Sheet to ensure all eligibility criteria have been met (see below.)
- Review the payment history:
  - 1. Determine what the billing amount and due date was at the time of the rehabilitation eligibility review was done.
  - 2. Review every monthly due date to make sure that a full voluntary payment was received within 20 days of that date.
  - 3. Make billing change, if necessary. If the borrower has made 9 payments but they are not timely according to the current billing due date, see if there is a due date for which all payments would be timely. If so, change the due date; the account should be picked up in the next sweep.
  - 4. Report any other problems to the contact designated in 22.0 CONTACTS.

If all of the above steps are completed, and there are no obvious conditions that would render the account ineligible (e.g. a voluntary payment was incorrectly coded as a garnishment; previously rehabilitated loan is eligible but tagged incorrectly), the PCA must make an automated exception

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request by adding the following comment to DMCS using Action Code=Comment/Result Code=Comment exactly as described below:

#### \*\*\*REHAB EXCEPTION CANDIDATE DUE: dd AMT: n.nn

- Enter the first asterisk in the first position of the comment—it cannot be preceded by a space or other character
- Use one space after each colon
- · Enter the monthly due date as a two digit number in the "dd" field
- · Enter the monthly billing amount in the "n.nn" field

Example for a borrower whose payment is \$100 due on the fifth of each month:

#### \*\*\*REHAB EXCEPTION CANDIDATE DUE: 05 AMT: 100.00

FSA will respond to automated exception requests every two weeks (on Monday) with an e-mail containing an MS Excel report with nine tabs (described below) that identify the accounts that are eligible, ineligible or need additional information:

| Tab                                | Description  |  |
|------------------------------------|--|--|
| Eligible regular rehabs            | These accounts will be tagged drhbElig and will be processed in the next rehabilitation transfer. No further action by PCA needed. |  |
| NeedPayCalc                        | These accounts require a manual payment calculator.  |  |
| Ineligible                         | These accounts are not eligible for rehabilitation.  |  |
| Mass Calculator results            | (Borrower-level)   |  |
| Mass calculator info               | -  |  |
| Mass calculator due date summaries | I <del>e</del> !   |  |
| Payments                           | These payments can be used for the next mass calculator submission.  |  |
| TEACH Rehabs                       | This is a list of eligible Teach Loans that will be transferred to PHEAA.  |  |

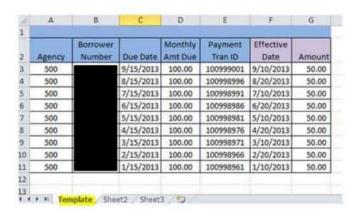
Mass Rehab Payment Calculator – As indicated by FSA on the report, PCAs must submit to FSA a completed "mass rehab payment calculator" listing the individual payments that qualify for rehabilitation.

PCAs must submit the list by close of business on the Friday preceding the bi-weekly exception sweep. See 22.0 – CONTACTS for specific contact information.

| How to Send the Mass Rehab Payment Calculator |  |  |
|---|--|--|
| E-mail subject line                           | "Rehab Calculators for 5xx" (where 5xx is the agency's contract code)  |  |
| File name                                     | 5xx-rehab-calculators"   |  |
| Tab title                                     | "Template"   |  |
| Data Set                                      | All payments for all borrowers that will be submitted through the rehabilitation automated exception process.        |  |
| Record (each row)                             | Due date and payment amount for each payment; the due dates cannot be later than the 28th of the month. See example. |  |

Below is a sample calculator file showing how the template should be set up:

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# 2.7.4 Regular exception requests

If an eligible account is not processed in the regular weekly Eligibility ETL, and there are obvious conditions that are incorrect and the systematic review programs would therefore reject the account as ineligible (e.g. a voluntary payment was incorrectly coded as a garnishment payment amount increased), the PCA must make a regular exception. Once FSA approves the exception, FSA will apply the Rehabilitation Exception tags and the account will be included in the next rehabilitation transfer ETL.

Note: Changing the billing information retroactively does NOT require an exception request if the borrower has made the requisite payments according to that new billing information.

PCAs must submit exception processing for split payments ONLY IF the following is true:

- · the borrower skips a monthly payment, and
- the first installment of the split payment for the following month is timely for the skipped month.

Example: if the borrower's due date is the 15<sup>th</sup> and they skip the September payment, an exception will be required if they make a split payment in October and the first installment of their split payment is received between September 25 and October 5.

PCAs must NOT submit for exception processing loans that are ineligible by regulation, such as:

- ineligible previously rehabilitated loans
- loans with an "Ineligible Borrower" indicator value of "I" or "F"
- judgment loans

In general, loans that have already been resolved are not eligible for rehabilitation.

#### 2.8 SUPPLEMENTAL RE-DEFFAULTS DATASET

There are loans that are updated on DMCS as previously rehabilitated even though they are not. They have either:

- a value of "Y" in the "Rehab Indicator" field in the Debt Info UDP, or
- a dNoRehab tag

To rehabilitate a previously rehabilitated loan that is eligible, the PCA must submit and automated exception request.

This dataset also identifies all previously rehabilitated loans that are *ineligible* for a second rehabilitation.

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FSA e-mails this dataset to all PCAs each month. It is a fixed-width text file with the following fields:

- Borrower number (positions 1-10)
- Debt number (positions 12-20)
- Eligibility status (position 22):
  - o "I" = ineligible
  - o "E" = eligible
  - "U" = undetermined (PCA must assume debt is ineligible)

#### 2.9 POST-SUBMISSION PROCEDURES

Once an account has been identified as accepted for transfer, the PCA must stop any pre-scheduled payments (DDP, Speed-Pay, etc.).

If the PCA is contacted by the borrower, the PCA must:

- notify the borrower to send his/her next monthly payment to their new federal loan servicer; and
- advise the borrower to expect contact from a federal loan servicer and that payment due dates and amounts might change.

# 2.0 - Appendix A - Rehabilitation Agreement Letter

You have expressed to us that you wish to rehabilitate your defaulted Federal Family Education Loan (FFEL) program student loan(s), Federal Perkins, National Direct, National Defense and/or Direct Loan(s) held by the U.S. Department of Education (ED).

We have calculated your monthly repayment amount to be \$\_\_\_\_\_ based on information about your income that you have provided to us.

If you agree to make monthly payments of this amount, sign the agreement and return it to us at the following address:

[PCA address]

If you fail to return the signed rehabilitation agreement, it is null and void.

If you object to the monthly payment that we have calculated, we will recalculate your monthly payment based on more detailed information related to your financial circumstances. If you wish for us to recalculate your monthly payment, notify us of your objection by telephone or in writing within 15 days of the date of this letter. You must submit a financial statement form and any required supporting documentation within 30 days of the date of this letter. You can obtain the form at the following website: www.studentaid.ed.gov/borrower, or by calling us at 800-621-3115. Based on the information that you submit, we will calculate a reasonable and affordable monthly payment.

This letter confirms my acceptance into the loan rehabilitation program and my agreement to repay my defaulted Federal Family Education Loan (FFEL) program, Federal Perkins, National Direct, National Defense and/or Direct Loan program student loan(s) held by the U.S. Department of Education (ED). I understand that compliance with this agreement is a prerequisite to rehabilitation of my loan(s).

| I understand that I must make at le | ast nine (9) monthly payments of \$ | , beginning |
|-------------------------------------|-------------------------------------|-------------|
| with each payment due on the        | of each month thereafter.           |             |

I also understand and agree to repay under the following terms and conditions:

- 1. I must make each payment no more than twenty (20) days before or twenty (20) days after the due date for that payment.
- 2. If I am rehabilitating FFEL or Direct Loans, I must complete the initial payment and at least eight (8) of the other required monthly payments within a ten (10) month period that begins with the month in which the initial payment is scheduled here.
- 3. If I am rehabilitating Federal Perkins, National Direct or National Defense loans, I must make nine (9) consecutive monthly payments.
- 4. If I fail to make these payments as explained here, I must sign a new repayment agreement and complete a new series of at least nine (9) agreed-upon payments in order to qualify for rehabilitation of my loan(s).

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- 5. I cannot change the monthly payment amount without ED's agreement or the agreement of the collection agency servicing my account.
- 6. I agree to provide a new financial statement and supporting documentation in order to support a request to change my required monthly payment amount. I also agree to provide three personal references upon request.
- 7. I must continue to make monthly payments to ED after I have completed the minimum of at least nine (9) payments as described above until I am notified in writing by ED's loan servicer that the rehabilitation has been completed and that I am to begin making payments directly to ED's loan servicer.
- 8. Any interest that I owe at the time my loan(s) are rehabilitated will be capitalized. This means that unpaid interest will be added to the principal balance, and this combined amount will become the new principal balance that I owe on the loan(s). Interest will accrue on this new, higher principal balance.
- 9. ED agrees to waive collection of any cost ED incurs as a result of the rehabilitation of my loan(s). However, if I default on my loan(s) in the future, ED may collect as part of the debt then owed the collection cost originally waived under this agreement. This will substantially increase the amount that will then be owed at the time of re-default to satisfy the debt to ED.
- 10. After the date on which my loan(s) are transferred to ED's loan servicer:
  - ED will credit to the rehabilitated loan(s) any payment ED receives that I designate as payment on the rehabilitated loan(s).
  - ED will refund to me at the address on my billing statement any involuntary payment ED receives (for example, a Treasury offset).
  - ED will request that credit reporting agencies remove the record of default on the rehabilitated loan(s).
- 11. After the rehabilitation of my loan(s) is completed, ED's loan servicer that handles my loan(s) will establish a new due date, will calculate a new monthly payment amount based upon the balance owed at the time of the rehabilitation, and will notify me of these determinations. The amount of the required monthly installment payment may substantially increase.
- 12. I understand that I can only rehabilitate my loan(s) one time. If I re-default on these loans after I have rehabilitated them, I will not be able to rehabilitate them again.
- 13. If my wages are subject to an administrative wage garnishment order for the loan(s) I intend to rehabilitate, I understand that garnishment will be suspended once I have made five (5) of the nine (9) payments required for rehabilitation, unless I direct ED or the collection agency servicing my account otherwise. Once garnishment is suspended, I must continue making the payments according to this agreement until my loan is rehabilitated. If I fail to do so, garnishment may resume without further notification to me.

| I have read the above and agree to the tern | ns and conditions | of the loan rehabi | litation program |
|---|-------------------|--------------------|------------------|
| and this repayment agreement.               |                   |                    |                  |
|   |                   |                    |                  |

| Signed: | Date: |
|---------|-------|
|         |       |
|         |       |

# 2.0 - Appendix B - FIS Borrower Supplement



# Documentation Required for Loan Rehabilitation: Income and Expense Information

In addition to the LOAN REHABILITATION: INCOME AND EXPENSE INFORMATION form, please provide the following supporting documentation.

| Section 1: Income (Include income documents for your spouse if you are married and living together)  |  |  |
|--|--|--|
| Field  | Please Include the Following Documentation   |  |
| 1 Your Employment Income   | Signed copy of your most recent 1040 (both pages), or Federal I tax return transcript for either of the two previous tax years.  |  |
| 2 Spouse's Employment Income   | Most recent W2 or 2 pay stubs (neither document can be more than 90 days old)  If you or your spouse is self-employed, provide the most recent signed 1040 or 1040-  |  |
|  | ES worksheet.  |  |
| 3 Child Support Received   | A copy of your divorce decree or support order. If these are not available, or you are not receiving the full amount ordered, provide a written statement explaining how much you are receiving.   |  |
| 4 Social Security Benefits   | A benefits statement from the Social Security Administration   |  |
| 5 Worker's Compensation  | A pay stub and/or benefit letter (no older than 90 days)   |  |
| 6 Public Assistance  | A copy of your award letter  |  |
| 7 Other Income   | Any documentation showing the source and amount  |  |
| 8 Total monthly income   | Add the amounts placed in each field for income (1-7) and place that amount here.  |  |
| 9. If your monthly income is \$0,  | If the above field (8) is \$0, explain how or by whom you are being supported and the  |  |
| explain your means of support  | source(s) of income for the person supporting you.   |  |
| Section 2: Expenses  |  |  |
| 10 Food  | None required  |  |
| 11 Housing   | If you live in the U.S. (including Puerto Rico): none required   |  |
| 12 Utilities   | If you live <u>outside</u> the U.S., copies of:  |  |
|  | 1. Mortgage statement or rental agreement, home/renters insurance bills, and   |  |
| 13 Basic Communication   | 2. Utility bills, and  |  |
| The principle of the Colonial States and Anniel States and Anniel States and Anniel An | 3. Basic communication bills (internet, phone, basic cable)  |  |
| 14 Necessary medical/dental  | None required, if you spend less than \$60 a mos per person in your family. If you spend more than that, provide proof of what you actually spend out of pocket on co-payments for prescription drugs, doctor visits, and other medical needs: canceled checks and/or receipts, statements, etc.  Providing only a bill showing amount owed is not acceptable. |  |
| 15 Necessary Insurance   | Health insurance: copies of your premium statement or pay stub Life insurance is only allowed if required by court order; provide copies of the premium statement and court order. Do not include auto insurance here (include that in transportation expenses) Do not include homeowners or rental insurance here (include that in housing)                   |  |
| 16 Transportation/Number of vehicles   | If you live in the U.S. (including Puerto Rico): none required  If you live outside the U.S.: documents showing car payments, auto insurance, gas/oil,   |  |
|  | maintenance, and car registration.   |  |

| 17 Child/dependent care             | Two most recent receipts/canceled checks from your day care provider (dated within past 90 days)  |
|-------------------------------------|---|
|                                     | Also include mandatory work-related expenses or deductions, or court-ordered dependent expenses:  |
|                                     | - Union dues  |
|                                     | <ul> <li>Retirement contributions (do not include voluntary Thrift, 401k or IRA allotments)</li> <li>Garnishments for taxes (borrower must provide proof of garnishment source)</li> <li>Only include private school tuition if it is court ordered (include a copy of the court order).</li> </ul> |
| 18 Required child/spousal support   | Court order (unless it is shown on your pay stub)   |
| 19 Federal Student Loan             | Current billing statement (less than 90 days old) for other Federal student loans you   |
| Payments                            | owe (do not include the loans for which you are completing this form)   |
| Section 2: Expenses (Continued      |   |
| Field                               | Please Include the Following Documentation  |
| 20 Private Student Loan<br>Payments | Current billing statement (less than 90 days old)   |
| 21 Other Expenses                   | None required   |
| 22 Total monthly expenses           | Add the amounts placed in each field for expenses (10-21) and place that amount here.   |
| Section 3: Family Size, Adjusted    | Gross Income, and Spousal Information   |
| 23 Family Size                      | None Required   |
| 24 Spouse's Name and SSN            | None Required   |

# 3.0 CONSOLIDATION

A Direct Consolidation Loan is a federal loan that allows borrowers to combine one or more federal student loans into one new loan.

Borrowers can apply for a Direct Consolidation Loan through the PCA or directly on www.studentloans.gov. The PCA will not earn a commission on the consolidation when a borrower applies on StudentLoans.gov.

Fast-Track is a special process established for the PCAs, to allow for streamlined consolidation through the Direct Loan Program of borrowers in the DRG portfolio. FSA reserves the right to terminate Fast-Track as a whole or to exclude any agency from participation in Fast-Track, either temporarily or permanently. FSA also reserves the right to limit the number and kinds of accounts submitted through Fast-Track. Participation in Fast-Track is voluntary; PCAs may choose not to participate.

This chapter describes requirements the PCA must adhere to in order to receive compensation on the consolidation.

The PCA must not confuse the requirements described in this chapter with the regulatory requirements for consolidation. The PCA must NOT advise a borrower that he/she is ineligible for consolidation unless the borrower does not meet regulatory requirements for consolidation.

# 3.1 Eligibility Requirements

# 3.1.1 What loans are eligible

Most defaulted Title IV student loans are eligible to be consolidated, if the borrower:

- makes satisfactory repayment arrangements, or
- agrees to repay the Direct Consolidation Loan under the Revised Pay As You Earn Plan, the Pay As You Earn Plan, the IBR Plan, or the ICR Plan.

# 3.1.2 What loans are not eligible

The following cannot be consolidated:

- private educational loans
- program overpayments (POVR) debts are not eligible for consolidation and are identified by the debt-level dPOVR tag
- loans with judgments
- joint consolidation loans
- · Standalone Direct Consolidations Loan (these are loans already consolidated); and
- loans for which a wage garnishment payment has been received within the preceding 90 days.

# 3.1.3 Cannot be consolidated at this time:

These are circumstances that currently stop the loans from being eligible for consolidation. Once resolved the loans could become eligible for consolidation depending on the outcome.

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- Loans that are active Administrative Wage Garnishment (AWG) or inactive AWG in which a wage garnishment payment has been received within the preceding 90 days.
- \*Note: Active AWG is when the garnishment order (WG15) has been sent to the employer and the garnishment has not been stopped
- Borrowers who dispute the amount of or their obligation to pay the underlying loans, unless or
  until that dispute has been resolved. This includes, but is not limited to borrowers claiming total
  and permanent disability and borrowers raising objections based on bankruptcy, closed school,
  ability to benefit, unpaid refund, and unauthorized signature.
  - 3.1.4 Loans eligible for consolidation but cannot be consolidated with the PCA's assistance:
- The only loan in the Default Resolution Group (DRG) portfolio is a standalone Direct Consolidations Loan in which a borrower has other student loans not on the DRG portfolio they would like to consolidate
- borrowers that are currently applying for another consolidation;
- · loans outside the DRG portfolio that borrowers would like to include in the consolidation
  - after the Fast-Track consolidation has been effected, though, borrowers may apply to have eligible loans held by other lenders included in the consolidation. Borrowers have up to 180 days to add other loans.

#### \*Notes:

- When determining eligibility into the program and the borrower only has a standalone Direct on DMCS, PCA should ask borrowers if they are aware of any other student loans they have, as they may be able to consolidate those with the stand alone Direct. If the borrower does have other loans they would not be able to work with the PCA on the consolidation they would have to apply on StudentLoans.gov.
- > If the borrower does not qualify for consolidation and the PCA states that the borrower does not qualify the PCA should provide the reason why.

#### 3.2 General Requirements

#### 3.2.1 Consolidation Types

There are two types of consolidation a borrower can be offered:

- Standard consolidation is when a borrower agrees to a monthly payment amount that is based off of the total balance of all of eligible loans being considered for the consolidation; and
- Forced Income-Driven Repayment (IDR) consolidation is when the borrower agrees, as a condition for consolidating defaulting student loans, to repay the new Direct Consolidation Loan under the Revised Pay As You Earn Plan, the Pay As You Earn Plan, the IBR Plan, or the ICR Plan. It is based off of the borrowers current financial circumstances.

#### Standard consolidation requirements:

- 3 qualifying monthly payments
- Signed Application/Promissory Note

#### IDR consolidation requirements:

- Payments calculated over \$5.00:
  - · 3 qualifying monthly payments
  - Signed Application/Promissory Note
  - Signed Income-Driven Repayment Plan Request Form
- Payments calculated under \$5.00
  - No payments required
  - Signed Application/Promissory Note
  - Signed Income-Driven Repayment Plan Request Form

The type of consolidation the borrower applies for should be determined by what will best fit their needs.

# 3.2.2 Calculating Monthly Payments

# Standard consolidation

To determine an acceptable monthly payment amount, the PCA would calculate payments equal to at least 1% of the total balance (principal, interest, and fees) of all loans to be included in the consolidation.

Example: the borrower has 2 FFEL loans. Principal of each is \$1,000.00, interest of each is \$500.00 and fees on each are \$250.00 for a total balance of \$3,500.00. The total balance would be multiplied by 1% making the borrowers monthly payment \$350.00.

If the borrower is unable to afford the Standard consolidation payment amount the PCA **must** provide the borrower with the opportunity to be reviewed for a Forced Income-Driven Repayment Consolidation based off of the borrowers financial circumstances.

# Forced Income-Driven Repayment (IDR) Consolidation

In order to determine a payment amount and what IDR plan the borrower should apply for the PCA must:

- obtain a completed Income-Driven Repayment (IDR) Plan Request form from the borrower, including required supporting documentation:
  - copies of the most recent federal tax returns filed in the two past completed tax years from the borrower; or
  - o if the borrower did not file in the two recent tax years or the borrower's financial circumstances have substantially changed, documentation of the borrower's taxable income, such as income from employment, unemployment income, dividend income, interest income, tips, and alimony. Do not include untaxed income such as Supplemental Security Income, child support, or federal or state public assistance.
  - If the borrower does not have income, the borrower (and spouse, if the borrower is married and filed a joint federal tax return) must check the box indicating no income under Section
     5: Alternative Documentation of Income.
  - o If the borrower filed a joint income tax return, or the borrower and his/her spouse want to repay their student loans jointly under the ICR plan, the borrower must supply total

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household income (i.e., including any income earned by a spouse) in the supporting documentation with the IDR Request form and the PCA must use total household income in FSA's repayment estimator. This also applies to borrowers who are separated—the spouse's income must be included.

- See the IDR Plan request form for other documentation guidelines.
- To calculate qualifying payments, the PCA must complete the IDR payment calculator/estimator (<a href="http://www.studentaid.ed.gov/repayment-estimator">http://www.studentaid.ed.gov/repayment-estimator</a>), using the borrower's federal student loan balance and taxable income information.
  - \*Note: In cases where the borrower's income fluctuates (e.g., due to an irregular work schedule), the PCA must attempt to calculate average income using a representative collection of pay stubs.
  - if the IDR payment is calculated as under \$5.00, borrowers may consolidate without making any qualifying payments
  - If the IDR payment is calculated as \$5.00 or more, the borrower must make 3 full, timely, voluntary payment consecutive monthly payments of that amount in order for the loan(s) to be consolidated and for the PCA to earn an administrative fee.
- The PCA may calculate a preliminary payment amount prior to receipt of the required financial
  documentation based off of the verbal financial information the borrower provides as long as it is
  made clear to the borrower that an approved/official payment amount cannot be determined
  until all the required documentation is received.

## 3.3 Borrower Counseling

When discussing consolidation as a resolution option, PCAs must fully counsel borrowers so that they understand:

- When they transfer to the servicer the consolidation loan is a new loan.
- The interest rate is fixed and is the weighted average of the interest rates on all loans included in this consolidation, rounded up to the nearest one-eighth of a percent.
- (18.5%, \$150, or 2.8%) Collection costs are added to the amount of principal and interest consolidated:
  - o If the consolidation is a forced IDR, the collection costs should be 18.5% of the combined P&I if combined P&I is less than \$810.81 or \$150 if combined P&I is greater than \$810.81.
  - If standard consolidation then collection costs equal to 2.8% of the P&I are added.
- The principal balance on the new consolidation loan will be the sum of all outstanding principal, interest and collection costs owed on the underlying loans at the time the consolidation payoff is received. Interest will accrue on the new, higher balance of the consolidation loan and their interest may be higher than on their defaulted loans.
- The underlying loans (the defaulted loans being paid in full by the proceeds of the consolidation loan) will be reported to credit bureaus as "paid in full" and will typically appear on credit reports as a "paid collection account". If ED has already stopped reporting the loans, no new reporting will be made for the underlying loans but new reporting will begin on the consolidation loan.
- Once the underlying loans are paid by the proceeds of the consolidation loan, Title IV eligibility
  is restored as long as you have no other federally defaulted student loans and meet all other

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- student eligibility requirements. However, before the loan(s) is rehabilitated you can apply for reinstatement after your 6th on-time consecutive monthly payment is made. You can only reinstate eligibility in this way once and you have to continue making payments or you will lose eligibility again.
- Once the underlying loans are paid by the proceeds of the consolidation loan, if the borrower is
  experiencing financial hardship they should always contact the federal loan servicer to discuss
  various payment plans, deferments and forbearances that will help them avoid delinquency.

## 3.4 Borrower and PCA Responsibilities

## 3.4.1 Borrower Responsibilities

In order for a borrower to qualify for consolidation they must understand and be provided with the following information:

- a minimum of 3 consecutive monthly, full, timely, voluntary payments of an approved amount must be made in order to meet satisfactory repayment arrangements, unless the IDR payment amount is calculated under \$5.00 and then there are no payments required:
  - **FULL** an acceptable payment amount agreed on between the PCA and the borrower. The full amount must be received in the form of a voluntary payment. Borrowers may make payments weekly or monthly, so long as the cumulative amount of voluntary payments received equals or exceeds the approved payment amount.
  - **TIMELY** received at the payment center within 20 days of a single monthly due date—no more than 20 days early nor 20 days late.
- Involuntary payments (wage garnishments, offsets, DOJ payments, etc.) do not count toward this requirement.
- Returned, reversed or stopped payments do not count toward the series of qualifying payments.
- · Sign and return the Application/Promissory Note and if IDR, the Repayment Plan Request Form
- If applying for an IDR the borrower needs to supply the required proof of income documentation for the previous 2 yrs prior to being accepted into the program
- To add any other student loan debts the borrower may have that are not in the DRG portfolio
  to this consolidation they will need supply the new federal consolidator with the required
  documentation within 180 days from the date the consolidation is booked (for additional
  information see sections below for adding new loans)

#### 3.4.2 PCA Responsibilities

The PCA is responsible for (in both Standard and IDR consolidations):

- Explaining to the borrower what their responsibilities are as described in section 3.4.1 above and counseling them on how consolidation works as described in sections 3.3
- Obtaining correct financial documentation needed for calculating payment amounts(if applicable)
- The PCA must send copies of all supporting documentation collected from the borrower that is associated with the consolidation to:

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U.S. Department of Education
ATTN: Workflow
6201 Interstate 30 Highway
Greenville, TX 75402
\*\*\*Should not contain payments; must contain a manifest.

- Correctly calculating the payment amount
- Preparing and sending a correct and accurate Application, Repayment Plan Request Form (depending on type of consolidation) and Borrowers Rights and Responsibilities letter to the borrower for review and signature (as described in the Fast-Track Procedures section below)
- Updating DMCS payment schedule with the payment amount and due date
- A minimum of 50 days must have elapsed between the effective dates of the first and last monthly payments to qualify the payments.
- Updating DMCS with the correct tags (Found in the DMCS Private Collection Agency Manual, Consolidation Certification Chapter) once the payments have posted and the documentation has been returned
  - These payments must have posted to the account by the time the PCA certifies the account for consolidation. PCAs do not have to set up the borrower on billing.
- Submit application materials to Federal Consolidators.
- Respond to errors on application materials.
- Track the progress of submitted applications and follow-up with borrowers

#### 3.5 Loan Verification Certification

Certification is the process which is used to convey a borrower's underlying loan pay-off information to the prospective consolidation lender. For administrative convenience, FSA may delegate to the PCAs the authority to complete Loan Verification Certificates (LVCs) from the federal loan servicers FSA contracts to consolidate federal student loans (federal consolidators).

## 3.5.1 Treasury Offset and Consolidation

When an account is certified for consolidation (meaning the dCertCon tags have been added), FSA will inactivate the borrower from Treasury Offset for a period of 90 days. Note that an offset may already be in progress at the time of certification; offsets received after certification but before the consolidation payoff will not be refunded to the borrower. See Chapter 8 for more information on the Treasury Offset Program.

## 3.5.2 LVC Signing Authority

Each PCA must designate one or more officials who have authority to sign LVCs. These authorized officials must sign the "Acknowledgment of Certification Responsibilities" affidavit (see Appendix A.) and return it to FSA. (See 22.0 – CONTACTS for specific contact information.) Only these PCA officials will be authorized to sign an LVC. The PCA must advise FSA in advance of any changes in these personnel, and FSA reserves the right to deny this authority to any individual or to revoke this authority as warranted.

## 3.5.3 DMCS Updates

DMCS must be properly updated at the time an LVC is completed. The PCAs must:

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- Certify an account for consolidation on the RehabConsolCompromise UDP. The instructions on what needs to be done can be found in the DMCS PCA User Manual, chapter "Consolidation Certification". Once this is complete, the Consolidation ETL will run to process the consolidation and record the PCA commission.
- Annotate the certified balance, projected payoff date and lender on Historical Events screen at the time of certification as demonstrated in the following EXAMPLE:

## CERT FOR NELNET CONS: \$5000.00 THRU 1/31/15

## 3.6 FAST-TRACK PROCEDURES

What follows is a detailed description of each phase the PCA's should follow. Checklists which summarize the requirements for each of the steps in Fast-Track are included in the Appendices for this chapter.

## 3.6.1 Preparing Application Materials for Borrower Signature

Fast-Track PCAs must complete all loan consolidation application documents and must only require that the borrower sign and date the forms. The PCA must instruct the borrower to return all application materials to the PCA – not to the federal consolidator.

## Required Forms

Each PCA will be provided .pdf versions of all Direct Loan application documents. PCAs must print copies of these documents at their own expense. Before printing such documents, the PCA must ensure that their Fast-Track identification number (the PCA's "AG" number, unless otherwise stated) is printed in the upper right corner of each document so that federal consolidators can easily identify stray documents as Fast-Track and to return incomplete documents to the correct PCA.

| Form                                   | No.<br>Pages | Non-IDR<br>Borrowers | IDR Borrowers |
|--|--------------|----------------------|---------------|
| Borrower's Rights and Responsibilities | 2            | X                    | X             |
| Application Form/Promissory Note       | 4            | X                    | Х             |
| Repayment Plan Request Form            | 5            | Х                    |               |
| Income-Driven Repayment Plan Request   | 12           |                      | X             |

#### **Edit Requirements**

The PCA must strictly adhere to the edit requirements listed in the appendices of this chapter. PCAs with persistently high rejection rates are subject to exclusion from Fast-Track.

## Application Form / Promissory Note

Tips completing the application form/promissory note:

- Section A: Either a work or home phone number.
- Section A: A physical address (in addition to a P.O. Box, if the mailing address is a P.O. Box)
- Section C: List all the borrower loans and mark as "not to be consolidated" those loans that the borrower does not wish to consolidate (e.g., because they do not wish to lock in a fixed interest

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rate) or which cannot be consolidated through Fast-Track (e.g., because they are held by another loan-holder).

Federal Consolidators needs to know the borrower's total educational indebtedness to calculate payment amounts for various plans.

The loan-holder address and phone number for loans held by ED must be exactly as follows:

DRG - US Department of Education PO Box 4169 Greenville, TX 75403-4169

(800) 621-3115

• Section C: For loan type, use the corresponding one-letter Direct Loans Code:

| Program                      | Loan Type   | DMCS<br>Abbreviation | Direct Loan<br>Code |
|------------------------------|---|----------------------|---------------------|
| Direct Loans                 | Direct Subsidized Stafford <sup>1</sup>               | STAF                 | D                   |
|                              | Direct Subsidized Consolidation                       | CONS                 | E                   |
|                              | Direct Unsubsidized Stafford                          | STAFF                | L                   |
|                              | Direct Unsubsidized Consolidation                     | CONS                 | К                   |
|                              | Direct PLUS Loans for Graduate/Professional Students  | PLUS                 | 1                   |
|                              | Direct PLUS Loans for Parents                         | PLUS                 | U                   |
|                              | Direct PLUS Consolidation                             | CONS                 | V                   |
| FISL                         | Federally Insured Student Loan <sup>2</sup>           | FISL                 | С                   |
| GSL                          | Subsidized Federal Stafford                           | STAF                 | А                   |
|                              | Guaranteed Student Loans                              |                      | В                   |
|                              | Unsubsidized Federal Stafford                         | STAF                 | G                   |
|                              | Unsubsidized Federal Consolidation                    | CONS                 | J                   |
|                              | Subsidized Federal Consolidation                      | CONS                 | 0                   |
|                              | Supplemental Loan for Students                        | SLS                  | Н                   |
|                              | Auxiliary Loan to Assist Students                     | ALAS                 | Р                   |
|                              | Federal PLUS Loans for Graduate/Professional students | PLUS                 | S                   |
|                              | Federal PLUS Loans for Parents                        | PLUS                 | Т                   |
| Health<br>Professional Loans | Health Professions Student Loans (HPSL)               |                      | Q                   |
|                              | Health Education Assistance Loans (HEAL)              |                      | R                   |
|                              | Nursing Student Loans (NSL)                           |                      | Υ                   |
| NDSL                         | National Direct Student Loan                          | 1                    | М                   |
|                              | National Defense Student Loan                         | E                    | N                   |
|                              | Federal Perkins Loan                                  | P                    | F                   |
|                              | Loans for Disadvantaged Students (LDS)                |                      | Z                   |
|                              | Educations Loans Ineligible for Consolidation         |                      | W                   |

<sup>&</sup>lt;sup>1</sup> The Highest Priority Tags in the Debt Summary Pane and in the DebtInfo UDP screens display a subsidization indicator for Direct Stafford Loans.

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<sup>&</sup>lt;sup>2</sup> Be sure to check the Debt Type Reference and the DebtInfo UDP for any FISL. Some "FISLs" are actually GSLs—usually GSLs that were rehabilitated by SallieMae and then re-defaulted.

- Section F: Signed and dated from the borrower. Borrowers must also complete a separate Repayment Plan Request or the Income-Driven Repayment Request form.
- Page 3 through 9: PCAs MUST send these disclosures to the borrower AND the federal consolidator.

## 3.6.2 Reviewing Signed Applications

Once the borrower returns the signed application materials to the PCA, the PCA must review the forms to ensure that the borrower has not changed any information and that the application materials are complete and accurate. If necessary, PCA must prepare new forms for the borrower to sign.

## 3.6.3 Submitting Application Materials to Federal Consolidators

## Prepare an LVC

Once the PCA has reviewed the application materials for accuracy and completeness, the PCA must complete a Direct Consolidation LVC. Only the OMB-approved certification form is acceptable. PCAs should establish a computerized method for completing the electronic LVC to avoid errors.

## **Timing Fast-Track Submissions**

Each PCA will be subject to a cap on the number of applications they may submit through Fast-Track each week. Accordingly, the Fast-Track week begins on Monday and ends on Saturday—any applications received by the federal consolidators during that time period will count toward the weekly limit. Any applications received beyond the cap amount will be returned to the PCA unprocessed—they will not be held over for the next week's processing.

PCAs must pace their submissions during the week to allow for smoother processing; the federal consolidators prefer to receive approximately 20% of a PCA's total submissions each day.

## Forms to be Submitted

What follows is a summary of the forms that constitute a complete Fast-Track application package.

| Form   | No.<br>Pages | Non-IDR<br>Borrowers | IDR Borrowers |
|--|--------------|----------------------|---------------|
| Application Form                             | 4            | X                    | Х             |
| Repayment Plan Request Form                  | 1            | Х                    |               |
| Loan Verification Certificate                | 1            | Х                    | Х             |
| Income-Driven Repayment Plan Request<br>Form | 4            |                      | Х             |
| Supporting Documentation for IDR Requests    |              |                      | Х             |

#### Daily Submissions and the Transmittal Manifest

The PCA may transmit all of the applications submitted on a given day to the federal consolidator in a single express delivery parcel. PCAs should use an express delivery service track shipments and record transmissions. See 22.0 – CONTACTS for federal consolidator contact information for Fast-Track submissions.

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When application packages for multiple borrowers are being transmitted together, the PCA must paperclip or rubber-band together the documents of each application package (i.e., all the forms and documentation supporting one borrower's application) and must cover the application package with a manifest sheet that lists the borrower's SSN and the forms included for that borrower.

The manifest form itself is not an official form, and PCAs are free to create their own, so long as it is acceptable to the federal consolidators. What follows is a facsimile of a sample manifest sheet:

PCA Name
PCA Fast Track Number
Date Submitted
Number of Packages in this Transmittal

| Borro | ower             | Federal<br>Consolidator  |                  |                |     |                         |                     |
|-------|------------------|--------------------------|------------------|----------------|-----|-------------------------|---------------------|
| SSN   | Borrower<br>Name | Application<br>Prom Note | Repay<br>Request | IDR<br>Request | LVC | Supporting<br>Documents | Accept or<br>Reject |
|       |                  |                          |                  |                |     |                         |                     |
|       |                  |                          |                  |                |     |                         |                     |

The federal consolidators are required to confirm that they have received each manifest within 24 hours of receipt. If the PCA does not receive such confirmation, the PCA must follow up with the federal consolidator and if necessary, the shipper. PCAs must retain these transmittal acknowledgments in the event future discrepancies arise.

## 3.6.4 Errors on Application Materials

If a form is incomplete or an entry fails the edit criteria, the entire application package is returned to the PCA for handling. The appendices of this chapter detail when the PCA may change items on the form, ask the borrower to initial changes, and when the entire form must be completed again.

#### Resubmitting Corrected Applications

Once an application package has been corrected, the PCA must resubmit it to the federal consolidator for processing. For example, if a PCA submits the maximum 100 new applications, the PCA may still send additional resubmissions.

The PCA must use a separate manifest for resubmissions.

# 3.6.5 Tracking the Progress of Fast-Track Submissions and Follow-up with the Borrower

Once an application package has been submitted, the PCA must monitor the daily posting reports to ensure that it funds within a reasonable timeframe. Currently, it is reasonable to expect a non-IDR application to fund within 30 to 45 business days of submission; an additional two weeks should be allowed for IDR applications. PCAs must report chronic delays of entire bundles to FSA (See 22.0 – CONTACTS for specific contact information.) If all but a few applications from a given package fund, the

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PCA must follow up with the federal consolidator's Fast-Track point of contact on the status of the applications which did not fund.

## Borrower Follow-Up

PCAs must ensure borrowers making their voluntary payments until the consolidation payment posts. Once the consolidation payment posts, PCAs must contact borrowers to ensure a smooth transition to a Federal Consolidator.

## 3.6.6 Post Fast-Track Submission and Funding Issues

#### **Funding Inquiries**

Typically, the payoff for a Fast-Track application should post to DMCS within about three weeks of when it is sent to DRG-Department of Education.

- Once processing is completed on a Fast-Track application package, the new consolidation loan will then be created (in Consolidation terminology "booked" or "funded").
- The funding/booking process or cycle is usually run twice a week (Mondays and Thursdays), and all applications are picked up during the first cycle run after they become eligible.
- Payoffs by federal consolidators are sent electronically via REX along with a payoff manifest.

If funding for a particular application or for a group of applications appears to be delayed, PCAs must initially contact the federal consolidator to determine if/when the application(s) in question was/were funded. In most cases, the missing payoff is the result of pre-funding edit issues or systemic lags between funding and posting described above.

If none of the payoffs associated with a given payoff manifest have posted to DMCS, the federal consolidator can and should check to see when or if the payoff was processed. PCAs must wait five working days before making further inquiries. After five working days and if the payoff has apparently not been processed, PCAs must report this to the designated consolidation contacts in DRG.

If some but not all accounts associated with a payoff manifest have posted, this is an indication that the unposted payment has either been applied to the wrong account or has posted to suspense for some reason. PCAs must report this to the designated consolidation contacts in DRG. Occasionally, the payoff manifest contains the wrong SSN or Debt ID, or it lists a spouse's SSN in addition to the primary borrower's.

## New Loans Loaded after Consolidation

Occasionally, Fast-Track borrowers have loans that are not held by ED, and those loans are assigned to ED after an account has been consolidated through Fast-Track. PCAs may arrange to have the new loans added to the consolidation loan; the procedures for doing so will differ depending on how much time has elapsed since the consolidation loan was booked.

## Requirements for all borrowers wishing to add a new loan

 Borrowers must make qualifying payments toward the new defaulted loan being consolidated; the same payment rules apply in this situation as in the original consolidation – but the consolidation balance here does not include the balance of the Direct Consolidation Loan, only the defaulted loan being held by the PCA.

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 New loans that are added to an existing consolidation, under either of the procedures described below, do not count against a PCA's weekly cap. In any week, a PCA may submit as many firsttime consolidation applications as the cap allows, and an unlimited number of supplemental loans in addition to that.

If less than 180 Days has lapsed since consolidation loan was booked

Within the first 180 days after a consolidation loan has been booked, the borrower may add additional loans to the consolidation. The 180-day "clock" begins on the date the loan is booked. The federal consolidator must receive the required paperwork, described below, within 180 days of that date. All qualification requirements, described above, must have been met before any paperwork can be submitted.

- To add a new loan to an existing Direct Consolidation loan, the PCA must prepare the form "Federal Direct Consolidation Loan Request to Add Loans", and must have the borrower sign this form.
- The PCA must then submit this form and a completed LVC to the federal consolidator. In the "comments" area of the LVC, the PCA must write "supplemental loan to existing consolidation."
- On the day of certification, the PCA must document the DMCS Historical Events window as required for all consolidations, and must annotate a separate line that reads exactly and exclusively "approved for consolidation".
- The PCA must then submit these forms along with regular Fast-Track submissions and list them on the submission manifest.

If more than 180 days has elapsed since consolidation loan was booked

In these instances, the PCA must create an entirely new Fast-Track application package must be created, which lists both the new loan and the existing consolidation loan. The borrower must provide a recent billing or balance statement from the federal consolidator which the PCA must use to complete the relevant sections of the application form.

- The PCA must include a copy of the borrower's Direct Loan billing or balance statement with the Fast-Track package.
- In the comments section of the LVC, the PCA must state "supplemental funding new loan".
- The PCA must submit these forms along with regular Fast-Track submissions and list them on the submission manifest.
- On the day of certification, the PCA must document the DCMS Historical Events window as required for all consolidations, and must annotate a separate line that reads exactly and exclusively "approved for consolidation".

#### 3.6.7 Borrowers Who Apply Directly for Consolidation

Borrowers can, and occasionally do, apply for consolidation directly without the PCA's knowledge or assistance. PCAs are able to access the ad hoc report, RPCA43 – PCA Certification Report, which will display borrowers who have been certified (manually or electronically) for consolidation by the federal consolidator.

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# 3.0 - Appendix A - ACKNOWLEDGMENT OF CERTIFICATION RESPONSIBILITIES

## Acknowledgment of Certification Responsibilities

I certify that I understand all of the statutory and regulatory requirements governing the eligibility of borrowers for consolidation in the William D. Ford Federal Direct Loan Program. I further certify that I understand all of the contractual requirements governing the eligibility of borrowers in the portfolio of Federal Student Aid's Default Resolution Group (DRG). I confirm that I have a thorough knowledge of DMCS and can discern whether or not borrowers have met the eligibility requirements for consolidation. Prior to certifying any borrower as eligible for consolidation, I will review all pertinent screens in DMCS and, as necessary, in my company's collection system. I understand that, by signing any Loan Verification Certificate, or otherwise certifying that a borrower is eligible for consolidation, I am affirming that, to the best of my knowledge, that borrower meets all regulatory, statutory and contractual requirements. I also understand that any false statement on my part may result in criminal or civil sanctions against my company both or me.

| Full Name of Authorized Official |  |
|----------------------------------|--|
| Signature of Authorized Official |  |
| Today's Date                     |  |

# 3.0 - Appendix B - FAST-TRACK CHECKLIST

# Before Recommending Fast-Track

|       | All included debts are eligible for consolidation  |
|-------|--|
|       | Borrower appears to be a good candidate with low risk of delinquency and default after consolidation                                 |
|       | Borrower does not desire complete removal record of default from credit bureau report  |
|       | Borrower is not in garnishment   |
|       | Borrower does not have a judgment  |
|       | Borrower has not raised a borrower defense   |
|       | Borrower does not have a joint consolidation loan  |
| Befor | re Sending Application Material  |
|       | PCA counseled borrower on rehabilitation as an alternative and discussed ramifications and disadvantages of Fast-Track consolidation |
|       | PCA instructed borrower to contact his/her servicer if they cannot make payments for any reason.                                     |
|       | PCA counseled borrower on the various repayment plans available  |

## Application Materials to Be Sent

| Form                                   | No.<br>Pages | Non-IDR<br>Borrowers | IDR<br>Borrowers |
|--|--------------|----------------------|------------------|
| Borrower's Rights and Responsibilities | 2            | X                    | X                |
| Application Form/Promissory Note       | 4            | X                    | X                |
| Repayment Plan Request Form            | 5            | X                    |                  |
| Income-Driven Repayment Request Form   | 12           |                      | X                |

| Before | Certifying | Borrower | as Eligible | for | Consolidation |
|--------|------------|----------|-------------|-----|---------------|
|        |            |          |             |     |               |

| Borrower has made all qualifying payments regularly and on time                     |
|---|
| Borrower has been counseled on the ramifications and disadvantages of consolidation |
| Borrower is not applying for consolidation with another lender                      |
| No wage garnishment payment has posted in the past 90 days                          |
|   |

| Certi | fication Checklist  |
|-------|---|
|       | All loans listed as "to be consolidated" on the application are on the LVC                      |
|       | Only eligible loans are on the LVC  |
|       | All loans have been confirmed not to be consolidation loans                                     |
|       | Borrower is consolidating at least one Direct, FFEL or FISL (account is not comprised solely of |
|       | Perkins/NDSL type loans)  |
|       | No POVRs are listed on the LVC  |

## Documents to be Submitted to the Federal Consolidators

| Form                                      | No.<br>Pages | Non-IDR<br>Borrowers | IDR<br>Borrowers |
|---|--------------|----------------------|------------------|
| Application Form/Promissory Note          | 4            | X                    | X                |
| Repayment Plan Request Form               | 1            | X                    |                  |
| Loan Verification Certificate             | 1            | X                    | X                |
| Income-Driven Repayment Plan Request Form | 4            |                      | X                |
| Supporting Documentation for IDR Requests |              |                      | X                |

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# 3.0 - Appendix C - FAST-TRACK PROCESSING CHECKLIST

| Date Received                  | Borrower Name |  |
|--------------------------------|---------------|--|
| Private Collection Agency Name | Borrower SSN  |  |
| PCA Code                       |               |  |
| Servicer Reviewer              |               |  |
| Date Reviewed                  | ACCEPT/REJECT |  |

| form unless ncome pers match | Reject                        |
|------------------------------|-------------------------------|
| form unless ncome pers match |                               |
| form unless ncome pers match |                               |
| ncome<br>pers match          |                               |
| ncome<br>pers match          |                               |
| ncome<br>pers match          |                               |
| ncome<br>pers match          |                               |
| ncome<br>pers match          |                               |
| ncome<br>pers match          |                               |
| ncome<br>pers match          |                               |
| ncome<br>pers match          |                               |
| pers match                   |                               |
|                              |                               |
| loans on                     |                               |
| loan types<br>'Per           |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
|                              |                               |
| e allowed)                   | -                             |
|                              | -                             |
| estimated                    |                               |
|                              |                               |
|                              |                               |
|                              |                               |
| 41                           |                               |
|                              | 1                             |
| , the<br>quired to           |                               |
| I                            | th the re allowed)  Estimated |

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|     | If the time stamp is within 180 days – Accept.   |   |
|-----|--|---|
|     | • If Signature Date is older than 180 days, but time stamp from the PCA is   |   |
|     | within 180 days is acceptable.   |   |
| 9   | Standard Repayment Plan and Graduated Repayment Plan   |   |
|     | Eligibility:   |   |
|     | Is the loan a FFEL or DLP Loan   |   |
|     | (See loan types below for reference)   |   |
|     | o Subsidized Loans   |   |
|     | o Unsubsidized Loans   |   |
|     | o Parent PLUS Loans  |   |
|     | o Grad PLUS Loans  |   |
|     | o SLS Loans  |   |
|     | Consolidated Loans   |   |
| 10  | Extended Repayment Plan - Fixed and Graduated  |   |
|     | Eligibility:   |   |
|     | Is the loan a FFEL or DLP Loan   |   |
|     | (See loan types below for reference)  O Subsidized Loans   |   |
|     |  |   |
|     | D. DY YIG Y  |   |
|     | G. L. D.Y. Y. G.Y.   |   |
|     |  |   |
|     |  |   |
| _   | A Park - The Desire Control of the C |   |
|     | Requirements:  • Loans cannot have outstanding pre 10/07/1998 disbursements.   | _ |
| -   |  |   |
|     | Botto ter mase have apostoso in anpaia principal pras interest. If the   |   |
|     | do not have loans equaling \$30,000.00 go to NSLDS and add all OPB   |   |
|     | (Outstanding Principal Balance) amounts of non-serviced loans in the borrower's name.  |   |
| 11  | PAY AS YOU EARN (PAYE)   |   |
| 11  |  |   |
|     | Eligibility:   |   |
| -   | Is the loan a DLP Loan?  |   |
|     | (See loan types below for reference)   |   |
|     | Subsidized Loans   |   |
|     | Unsubsidized Loans   |   |
|     | o Grad PLUS Loans  |   |
|     | o SLS Loans  |   |
|     | Consolidated Loans that do not contain an underlying Parent PLUS   |   |
|     | Loan   |   |
| - 1 | Requirements:  |   |
|     | Borrower must not have an outstanding disbursement on a Direct Loan or   |   |
|     | FFELP Loan as of 10/01/2007 or have no outstanding disbursement on a   |   |
|     | Direct Loan or FFELP Loan when they obtain a new loan on or after  |   |
|     | 10/01/2007.  |   |
|     | Borrowers must not have a Direct Consolidation Loan that includes a loan   |   |
|     | that had an outstanding disbursement as of 10/01/2007  |   |
|     | Borrower must sign the application.  |   |
| 12  | INCOME CONTINGENT REPAYMENT (ICR)  |   |
|     | Eligibility:   |   |

| 10. |  | 115 | 10 |
|-----|--|-----|----|
| 13  | <ul> <li>Is the loan a DLP Loan?         (See loan types below for reference)         <ul> <li>Subsidized Loans</li> <li>Unsubsidized Loans</li> <li>Grad PLUS Loans</li> <li>Consolidated Loans that contain a Parent PLUS Loan disbursed on or after 07/01/2006</li> </ul> </li> <li>Borrower must sign the application.     INCOME BASED REPAYMENT (IBR)     </li> <li>Eligibility:     <ul> <li>Is the loan a FFEL or DLP Loan?</li> <li>(See loan types below for reference)</li> <li>Subsidized Loans</li> <li>Unsubsidized Loans</li> <li>Grad PLUS Loans</li> <li>SLS Loans</li> </ul> </li> </ul> |     |    |
|     | Consolidated Loans that do not contain an underlying Parent PLUS   |     |    |
|     | Loan   |     | -  |
|     | Borrower must sign the application.  |     |    |
|     | Did the borrower include one of the below approved supporting  |     |    |
|     | documentation for IDR?   |     |    |
|     | <ul> <li>Current year federal tax return (1040 form or Tax Transcript from the IRS – must show AGI (adjusted gross income) – cannot accept state or local tax returns – must be federal. If current year is not available, the previous year tax return is acceptable.</li> <li>Pay Stubs from employer from within the last 90 days (documents must</li> </ul>  |     |    |
|     | <ul> <li>show gross income, not net income) and must provide pay period/pay frequency to calculate AGI.</li> <li>Income verification/certification letter from employer must indicate the borrower's gross income on a weekly, monthly, or annual basis. Letter</li> </ul>   |     |    |
|     | <ul> <li>from employer must be signed and dated on official company letterhead.</li> <li>W2 forms can only be accepted from January 1<sup>st</sup> thru March 31<sup>st</sup> of any given year.</li> <li>Unemployment benefits (w/in last 90 days)</li> <li>Social Security income (w/in last 90 days)</li> </ul>   |     |    |
|     | Disability pay/Workers Compensation Pay  |     |    |
|     | <ul> <li>When determining if borrower qualifies for IBR use only loans on<br/>Consolidation application. If borrower has Parent Plus loans that are not<br/>going to be part of the new consolidation, the borrower would still qualify<br/>for IBR. If the borrower is consolidating a previously consolidated loan,<br/>as long as none of the underlying loans are Parent Plus loans, the borrower<br/>would still qualify for IBR.</li> </ul>  |     |    |
| 15  | Section 1  |     |    |
|     | Is the Loan Holder Type selected?  |     |    |
|     | Is the Name of the Loan Holder Populated?  |     |    |
| 16  | Section 3  |     |    |
| 17  | Are the Borrower's Name, SSN, and Address populated? Section 4   |     |    |
|     | Is the Certification Date populated?   |     |    |
| 18  | Section 5-17 (Required Fields shown below)   |     |    |
|     | Is the Account Number populated?   |     |    |

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| • | Is the Loan Type populated?  |     |
|---|--|-----|
| • | Is the Interest Rate populated?  |     |
| • | Is the Principal Balance Outstanding populated?  |     |
| • | Is the Interest through Certification Date populated?  |     |
| • | If the Collection Costs are included, are they within 18.5% of the total principal and interest? |     |
|   | Does the Total Due equal the Prin+Int+Fees+Coll Costs  |     |
| • | Is the First/Only Disb Date populated?   | , , |
| • | Is the Completion Date populated?  |     |
| • | Is the Loan Status Code populated?   |     |
| • | Does the Total Payoff Amount equal all Total Due Amounts on LVC if populated?                    |     |
|   | Is the LVC Signed/Stamped by an Authorized Official?   |     |

|         | SECTION FOR REFERENCE ONLY   |  |
|---------|--|--|
| IDR Inc | ome items considered for the AGI calculation:  |  |
| •       | Regular  |  |
| •       | "Fed Taxable Gross" on pay stub (this is the best figure to use when   |  |
|         | calculating AGI)   |  |
| •       | Commission   |  |
| •       | Stipend  |  |
| •       | Tips   |  |
| •       | Shift differential   |  |
| •       | Holidays   |  |
| •       | Vacation/PTO   |  |
| •       | Disability Pay/Workers Compensation Pay  |  |
| •       | Sick Leave   |  |
| •       | Vocational   |  |
| IDD I   | ome items not considered for the AGI calculation:  |  |
|         | Overtime/double time/time and a half   |  |
| ( ·     | e de transferior de de des de de como de construir de construir de como de com |  |
|         | Pre-tax (PT)/before tax  |  |
|         | Retro pay  |  |
|         | Any bonuses (BON)  |  |
|         | Any incentives (INCT)  |  |
|         | Any awards/rewards   |  |
|         | Gain share   |  |
|         | Allowances (housing, cell phone, car, etc.)  |  |
|         | Allotments   |  |
|         | Interest/dividends   |  |
| •       | Any type of reimbursement  |  |

To determine PAYE eligibility, NSLDS loan status codes with an open balance need to be verified when in the following status:

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| ullet AL    | •DZ          |
|-------------|--------------|
| • <i>BK</i> | • <i>FB</i>  |
| • DA        | • FR         |
| • <i>DB</i> | • <i>IA</i>  |
| •DF         | • <i>ID</i>  |
| •DI         | $\bullet IG$ |
| •DL         | • IM         |
| •DO         | • <i>IP</i>  |
| •DS         | •RP          |
| • DT        | • UA         |
| ullet DU    | • <i>UB</i>  |

 $\bullet VA$ 

 $\bullet DX$ 

# 3.0 - Appendix D - CONSOLIDATION OVERVIEW LETTER

Collector Logo, Address, Etc.

Collector Name: «collector\_name»
Collector Phone: «collector\_phone»

Main Line: 888-335-6267

«letter date»

\*«business segment»-«letter id»\*

debtor\_name \_\_test
address\_line1 \_\_test
address\_line2 \_\_test
address\_line3 \_\_test
address\_line4 \_\_test

Claim of: «client1\_name» Account No: «client\_ssn»

Balance: \$\(\delta\) debtor\_total\_balance\(\text{as of: } \) as of: \(\delta\) debtor\_as\_of\_date\(\text{as}\)

Collector Acct#: 

«pfmt\_did»

Dear «debtor name»:

We have recently discussed the possibility of consolidating your loans. Consolidation is a good program for many borrowers and offers a number of benefits. However, it is not the best choice for everyone. Before you use this option, please understand the following, especially if you are disabled.

Borrowers who cannot work and earn money as a result of an injury or illness that is expected to continue indefinitely may qualify for a Total and Permanent Disability (TPD) discharge of their student loans. A borrower may meet eligibility requirements via a physician certification, Veteran Administration (VA) determination, or Social Security Administration (SSA) determination. If you think you may qualify for a TPD discharge now, then you should apply for a disability discharge, and consider a consolidation loan only after the Department of Education (ED) rules on your application. (For more information, or a TPD Application, go to: www.studentaid.ed.gov; or contact us at the toll free number on this letter.)

It is important to understand that by signing the promissory note for a consolidation loan, you are affirming that you owe and intend to repay that consolidation loan, regardless of any objections you have to repaying the student loans you now owe that may be paid off by that consolidation loan. With limited exceptions for borrowers who attended closed schools, who are owed unpaid refunds, or whose eligibility was falsely represented by the school, your obligation to repay the consolidation loan will not be affected by any objections you have to repaying the loans you intend to consolidate.

You should also understand that your new loan will have a larger principal balance than the combined principal balances of the loans paid off by that consolidation loan. ED incurs a collection cost when defaulted loans are paid off through a Consolidation Loan, and passes that cost on to the borrower. The principal of the Consolidation Loan is therefore the amount needed to pay off all principal and interest outstanding on the loans being paid off, as well as an amount needed to defray these collection costs. As a result, interest will accrue on a higher principal balance. The interest rate on your Direct Consolidation will be the weighted average of the interest rates on the loans being consolidated (as of the date we receive your application), rounded to the nearest higher one-eighth of one percent.

The interest rate on a Direct Consolidation Loan is a fixed rate. This means that the rate will remain the same throughout the life of the loan.

As of the date of this letter, you owe the balance reflected. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you. For further information on your balance, write to <Collector Name> or call the toll-free number provided above.

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

#### SEE THE REVERSE SIDE FOR IMPORTANT INFORMATION.

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## 4.0 COMPROMISES AND STANDARD REPAYMENT

#### 4.1 Compromises

A compromise is when the PCA negotiates an approved payment amount with the borrower that satisfies a large portion of the balance owed on all of their debts on DMCS. The negotiated payment amount must be paid within 90 days of the date of the approved compromise.

There are three types of compromises (a.k.a., "settlement" or "settlement in full") a PCA may offer:

- Standard
- Non-standard

Compromise must not be offered as the first option in collection negotiations.

If a borrower agrees to and completes a compromise, the PCA should inform the borrower that he/she:

- · will receive an agreement letter outlining the terms of the compromise;
- will receive a 1099 if the principal balance of \$600 or more was written off;
- may be subject to paying taxes on lessor amounts written off
- should consult a tax professional for further information.

For all compromise types the PCA is responsible for:

- properly calculating the compromise (see DMCS Private Collection Agency Manual, Chapter "Payoffs");
- updating DMCS Settlement window/Compromise UDP and DMCS Historical Events. creating a payment schedule on DMCS;
- sending the borrower an approved compromise responsibilities/agreement letter with the debts included in the compromise listed on it (sample wording for agreement in 4.0 Appendix B); and
- following up on any paid compromises to ensure the account is properly closed.

#### 4.2 Standard Compromises

PCAs must negotiate the highest compromise payment possible, applying one of the following three minimum compromise amount formulas:

| Example:                   | \$2,500.00 Principal | \$1,000.00 Interest                                    | \$875.00 Projected Costs                                 |
|----------------------------|----------------------|--|--|
| PRINCIPAL + (all collectio | n costs waived)      | PRINCIPAL + 50% INTEREST (all collection costs waived) | 90% (PRINCIPAL + INTEREST) (all collection costs waived) |
| Minimum co<br>amount: \$3, |                      | Minimum compromise amount: \$3,000.00                  | Minimum compromise amount: \$3,150.00                    |

## 4.2.1 Debt-Level Compromises

These are standard compromises on one or more of a borrower's debts but not all of the borrower's debts that are on DMCS. If the borrower only has one debt it is not a debt level compromise.

A PCA may offer a debt-level compromise to a borrower requesting it as long as they fall within the requirements of the above Standard Compromise.

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## 4.3 Non-Standard Compromise with "Net-back"

PCAs may agree to no more than 6 (for unrestricted PCAs) or 3 (for small business PCAs)non-standard compromises on a quarterly basis that are less than standard compromises and are not approved by FSA. The PCA must pay (net-back) the difference between the amount FSA recovers from the non-standard compromise and the amount FSA would have recovered from the standard compromise.

The PCA must notify the FSA Contracting Officer via email when a non-standard compromise is offered.

## 4.4 Terms of Compromises

If the PCA makes any errors in processing the compromise, the PCA may lose the commission on the compromise payment.

## 4.4.1 Form of payment

For compromises, PCAs must only accept certified funds:

- · cashier's check, money order, or certified personal check; or
- debit/prepaid cards are acceptable, but if it is a 3<sup>rd</sup> party debit card/prepaid, the PCAs must annotate DMCS with the following note:

\*\*\*3<sup>rd</sup> Party debit/prepaid taken for repayment

When Pay.gov *approves* a payment (i.e. the debit card transaction was successful) for a compromise, the PCA must annotate the DMCS Historical Events window with:

DCARD payment from (Cardholder name) approved tracking # \_\_\_\_\_ in the amount of \$0.00; will post in 4-5 business days

## 4.4.2 Payment due date

PCAs must establish a deadline for receipt of the compromise payment within 90 days of the date the *approved* compromise was annotated on the DMCS Historical Events window. If it is known that a payment will be coming in after the 90-day deadline, the PCA must request an extension from FSA (see 22.0 – CONTACTS). Extensions should be rare occurrences.

#### 4.4.3 Documenting compromises

The PCA must update DMCS:

- Settlement window/Compromise UDP with the terms of the compromise negotiated. Instructions
  on updating this window can be found in DMCS Private Collection Agency Manual, Chapter
  "Payoffs".
  - For Debt-level compromises you would update this window a little differently as described in Step 3: Access the Settlement window, c., 2<sup>nd</sup> bullet.
- 2. Document the Historical Events window:
  - for all compromise types the following note should be added:

#### COMP APPROVED: \$XXXX.XX due mm/dd/yy.

- For Debt-level compromises you would have to include an additional line:
  - \*\*\*DEBT-LEVEL COMPROMISE, on (debt #'s). (Reason why only compromising one/some of the debts and not all of the debts)

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## 4.5 Compromises and Treasury Offset Payments

PCAs must count a Treasury Offset Program (TOP) payment towards a compromise, if it effectively posts during the "life" of the compromise offer (90 days) and meets both of the following criteria:

- the payments effective date is greater than or equal to the date the compromise agreement was made (as noted on the DMCS Historical Events window).
- the payments effective date is less than or equal to the expiration date of the compromise (the date the agreement is documented on the DMCS Historical Events window+90days)

## 4.5.1 Underpayment and overpayment

If a TOP payment underpays a compromise, the PCA must hold the borrower responsible for paying the remainder of the compromise amount by the due date.

If a TOP payment overpays a compromise, FSA will refund to the borrower any amount that exceeds the agreed-upon compromise amount, minus the Treasury offset fee.

The PCAs must initiate a refund review if TOP payments are received that overpay a compromise. This is a manual process.

#### 4.5.2 Settled in Full letter

For borrowers who have satisfied the terms of a compromise agreement either in whole or in part by TOP payment, the PCAs must send a SIF letter request within 10 business days of the account being satisfied to the Default Resolution Group, via eIMF, IMF type "Settled In Full Letter".

#### 4.5.3 TOP Reversal

If a TOP reversal (i.e., injured spouse claim) subsequently posts, the borrower is responsible for the amount of the reversal.

#### 4.6 Compromises and Administrative Wage Garnishment Payments

PCAs must count an Administrative Wage Garnishment (AWG) payment toward a compromise if it effectively posts during the "life" of the compromise offer (90 days) and meets both of the following criteria:

- effective date of the AWG payment is on or after the date on which the compromise agreement was made (as noted on the DMCS Historical Events window).
- effective date of the AWG payment is earlier than or equal to the expiration date of the compromise (90 days from when the agreement is documented on the DMCS Historical Events window.)

#### 4.6.1 Underpayment

If an AWG payment underpays a compromise, the PCA must hold the borrower responsible for paying the remainder of the compromise amount by the due date.

## 4.6.2 Overpayment

If an AWG payment overpays a compromise, FSA will refund to the borrower any amount that exceeds the agreed-upon compromise amount.

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## 4.7 Compromise Follow-up

## 4.7.1 Completed Compromise

PCAs must follow-up on any paid compromises to ensure the account is properly closed.

When a compromise is completed, there should be a balance adjustment within 10 days of the final payment that brings the total balance for that account(s) to zero. Once this step is completed, FSA's automatic queries should identify a paid compromise. FSA will:

- recall the account from the PCA;
- send the borrower a paid compromise letter; and
- · write off the remaining balance.

If the balance is not adjusted to zero in 10 business days, or if the account has not been recalled within 5 business days, the PCAs must review the account to see if it was a:

- PCA error, such as taking a compromise payment prior to documenting the compromise, not documenting the compromise correctly, etc.
- non-conforming compromises where it is in the best interest of the government to accept a compromise that is paid one day late, or underpaid by a very small amount. (In such instances, the PCA must seek guidance from FSA.)
- Both of the above issues could cause an account to not be identified for a balance adjustment or recall. If neither of the above is true and the account did not get reduced to zero, the PCA needs to enter the following A/R event and comment because the borrower has completed a compromise and the account balance has not been adjusted to zero.

Action code: escissrc Result code: escissbf

Comment: zero out the balance because the borrower has completed a

compromise

#### 4.7.2 Incomplete Compromise

It is required for the PCA's to cancel any compromise that was not completed by the due date. If a compromise is not cancelled the bCPStnd, bCPNoStn or bCPDiscr tags will remain on the account and if the borrower is attempting to rehabilitate or consolidate their loans, these tags would prevent that. By applying the below action and result codes to cancel the compromise, these tags will be removed from the account.

The PCA must apply the following A/R codes and Comment:

Action Code: CPCancel Result Code: Remove

Comment: Compromise Payoff has been canceled

#### 4.8 Standard Repayment Plan for Defaulted Loans

When PCA determines that the borrower is not eligible or does not want to participate in any other repayment options that are available to the borrower (e.g. compromise, rehabilitation, consolidation), the PCA must work with the borrower to negotiate a repayment schedule that is:

mutually agreed upon;

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- · reasonable and affordable; and
- leads to a pay-off of the debt in a reasonable period of time through re-occurring payments.

#### Benefits to the borrower:

- If not already certified, the borrower can avoid tax offset by being on an approved plan.
- Borrower can avoid involuntary collections, such as AWG and Litigation.
- Borrower can apply for Title IV reinstatement as long as he/she meets all other requirements.

# 4.8.1 Standard Repayment Plan Agreement letter:

For repayment plans not established for the purpose of rehabilitation, compromise, consolidation, etc., a repayment plan agreement letter must be sent. The agreement letter:

- should include the monthly payment amount agreed to, 1st due date, and a list of the loans included in this repayment arrangement (see Appendix B); and
- should be sent once the monthly payment amount is established through one of the repayment options outlined below.

The borrower is not required to return the repayment plan agreement, but if the PCA receives a signed repayment plan agreement, the PCA must submit it for imaging (see 12.0 – WRITTEN CORRESPONDENCE) with no changes that were not mutually agreed to by the PCA and the borrower.

Also, if it is returned undeliverable, the PCA needs to obtain the new address and send a new Repayment Plan Agreement letter.

## 4.8.2 Standard Repayment Plan Options

The PCA must first attempt to negotiate one of the following options in the order outlined below:

1. Option 1: Repayment based on the current total balance (principal, interest and fees) of the borrowers loan(s).

The PCA can negotiate a monthly payment amount that should pay the borrower's defaulted student loan balance off up to the "Allowable Term" time frame described in the below chart:

| Allowable Term      | When the Total Balance is |  |  |
|---------------------|---------------------------|--|--|
| 60 months (5 yrs)   | \$50.01-\$10,000          |  |  |
| 120 months (10 yrs) | \$10,001-\$25,000         |  |  |
| 180 months (15 yrs) | \$25,001- \$40,000        |  |  |
| 240 months (20 yrs) | \$40,001+                 |  |  |

The minimum monthly payment must be at least \$50.00 month, if the monthly payment over the allowable term for the total balance is less than this amount.

Though NOT required, an initial down payment may help the borrower reach account resolution more quickly or enable the borrower to afford the monthly payment amount.

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If the borrower claims that they cannot afford the above option then the PCA can offer the following repayment option:

2. Option 2: Is a 6 month repayment plan based on the borrowers disposable income and the requirements below:

The PCA must obtain a signed Financial Disclosure Statement (FDS) (see appendix C for example) and gather all required documentation for both the borrower and their spouse (if applicable), to determine reasonable and affordable payments based on the household disposable income.

The PCA can obtain the financial information over the telephone prior to the return of the document (see chart below) in order to estimate the borrower's monthly payment amount.

| Monthly Income      | Total of Net Pay; Child/Alimony Support; public assistance; SSA; Workers Comp, etc.   |  |  |
|---------------------|---|--|--|
| Monthly<br>Expenses | <ul> <li>FICA/OASDI (social security) or involuntary retirement or pension plan payments (such as for teachers/railroad retirement) that are not deducted from net pay;</li> <li>Medicare &amp; health insurance premiums (medical, dental, &amp; vision) expenses not deducted from net pay;</li> <li>utilities, food/housekeeping expenses, housing expenses, transportation expenses, clothing/personal care expenses;</li> <li>basic communications;</li> <li>dependent care/child support;</li> <li>other Federal/private student loans; and</li> <li>other applicable expenses, such as medical expenses not covered above</li> </ul> |  |  |

## Monthly payment amount:

To determine monthly disposable income use the information supplied on the signed FDS and subtract the monthly expenses from the monthly income.

After using the FDS to determine the monthly disposable income, the PCA should accept the larger of the following monthly payments:

- the monthly amount the borrower has stated they can afford to pay;
- · at least 50% of the monthly disposable income; or
- Negotiate an amount between the full disposable income and the amount of ½ of the disposable income. (i.e. Mos Income (2k) minus monthly expenses (\$1500) equals \$500 disposable income. The borrower offer is \$225 a month. The PCA can negotiate an amount between \$250 (50% of disposable) and \$500 (full disposable). If the borrower offered \$600 then that is the amount you would take.

If the monthly disposable income or 50% of the monthly disposable income is 0-\$4.99 than the payment has to be at least \$5.00. The payment may be more than \$5.00 only if borrower is willing.

If the monthly amount the borrower has stated they can afford to pay or the agreed monthly amount from the disposable income pays the borrowers account off based on the terms of Option 1, then the borrowers repayment plan should be based off of Option 1 and not Option 2 (e.g. the borrowers balance is \$5,000 & 50% of monthly disposable income is \$90 then the borrower is able to pay the balance off within the terms of Option 1 which would be 60 months)

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The PCA must submit the signed Financial Disclosure Statement for imaging (see 12.0 – WRITTEN CORRESPONDENCE) with no changes that were not mutually agreed to by the PCA and the borrower.

#### 6 month review:

The PCA must review the repayment plan and the borrower's financial status every 6 months to see if the payment calculation increased or decreased. Therefore a new FDS would need to be sent to the borrower to be completed for this review.

to the increase or cannot continue to make the amount they have been making and would like to make the new lesser payment, the PCA needs to:

- adjust the repayment schedule to the new amount.
- · Send a repayment agreement.

## 4.8.3 Documenting information

#### The PCA must:

- Annotate the DMCS Historical Events and the PCA's notepad with the repayment amount negotiated with the borrower, the financial information gathered, and the payment standard applied.
- Once the accepted financial documentation has been received (if Option 2) and a monthly
  payment amount equal to or greater than the amount calculated has been agreed to by the
  borrower, the PCA should update DMCS with the payment schedule within 1 business day (See
  the DMCS Private Collection Manual, "Creating a Voluntary Payment Arrangement" section for
  how to establish a payment schedule on DMCS)

(this action can stop the account from being certified for tax offset, see the requirements in section 8.2 Avoiding Certification for Tax Offset\*Note: this action can stop the account from being certified for tax offset, see the requirements in section 8.2 Avoiding Certification for Tax Offset Gratuitous payments do not constitute an agreed-upon repayment arrangement.

# 4.0 – Appendix A – Compromise Agreement Letter

Compromise agreement letters must list all debt ID numbers and include the following language:

| "This notice confirms our offer to accept \$       | as full settlement and satisfaction of your      |
|--|--|
| obligation on this debt. To take advantage of this | offer, you must forward secured payment (payment |
| in the form of certified funds, cashier's check or | money order) along with the detachable coupon on |
| this notice at the address on that coupon. This pa | yment must be received by                        |
|  |  |

If we do not receive payment within this time period, this offer will be voided and you will be responsible for the full amount of your account plus all penalties and fees that may be added.

Please note the following exceptions to this compromise: If your account has been reduced by offset of any funds owed you by state or federal government, and that offset is reversed for any reason in the future, this debt will be restored to the extent of that reversal, and you will be required to pay the amount of any reduction caused by a reversal of that offset. Additionally, if the Department is successful in offsetting any federal funds due you through the federal offset program before your payment is received, the offset will be credited to the amount owed on this compromise settlement of your account. Should any such offset result in an overpayment of the agreed upon settlement listed above, the Department will refund the overpaid portion directly to you."

# 4.0 – Appendix B – Standard (non-AWG) Repayment Agreement Letters

For Option 1 of the Standard Repayment Plan, the agreement letter must have the following statement:

"This letter confirms the repayment agreement on your defaulted account with the U.S. Department of Education. Your initial payment of <down payment> is due immediately, followed by regular monthly payments of <monthly payment amount>.

For Option 2 of the Standard Repayment Plan, the agreement letter must indicate that the repayment agreement is temporary and subject to periodic re-evaluation. The following is language to be included with the above statement for Option 1 repayment agreement letter:

➤ This agreement applies for the next 6 months. After 6 months you will be required to provide current financial information. Based upon this information your monthly payment amount may change."

# 4.0 – Appendix C – Financial Disclosure Statement for Standard Repayment

# **Financial Disclosure Statement**

- Provide complete information about your family income, expenses, and assets.
- Complete all items. Do not leave any item blank. If the answer is zero, write zero.
- Provide documentation of all sources of income. You must submit two (2) most recent pay stubs
  for yourself, spouse, and all sources of income in your household. You may submit last year's W-2's
  and 1040 Income Tax Filing as proof of household income. Failure to provide this information may
  result in a denial of your claim of financial hardship.

|   | Social Security No.:  |
|---|---|
| Address:  | e<br>College y we will are a sign of the college of th |
|   | Phone:  |
|   | County:   |
| Current Employer:   | Date Employed:  |
|   | Present Position:   |
| Gross Income: \$  | Weekly □ Bi-Weekly □ Monthly □ Other  |
| Net Income: \$  | ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other  |
|   | E A COPY OF YOUR TWO MOST RECENT PAY STUBS ***  |
| ***ENCLOSE LAST YI  | EAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***   |
| Number of dependents:   | (including yourself) Marital status:  Married  Single  Divorce  |
| Spouse's name:  | Spouse's SSN:   |
| Gross Income: \$  | □ Weekly □ Bi-Weekly □ Monthly □ Other  |
| Net Income:\$   | _ □ Weekly □ Bi-Weekly □ Monthly □ Other  |
| ***ENCLOSE LAS  | T VE A D2C W 2- A ND 1040 10404 1040EZ IDC EH INC ***   |
|   | ST YEAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***   |
| Other contributing resid  | lents: SSN:   |
| Other contributing resid  | lents: SSN:<br>Weekly   Bi-Weekly   Monthly   Other   |
| Other contributing resid<br>Gross Income: \$<br>Net Income:\$                   | lents: SSN: SSN: Other Other Other  |
| Other contributing residences Income: \$  | lents: SSN:<br>Weekly   Bi-Weekly   Monthly   Other   |
| Other contributing residences Income: \$ Net Income:\$ ***ENCLO                 | lents: SSN: Bi-Weekly   Monthly   Other Weekly   Bi-Weekly   Monthly   Other SE A COPY OF THE TWO MOST RECENT PAY STUBS ***   |
| Other contributing residences Income: \$ Net Income:\$***ENCLO*_ ***ENCLOSE LAS | lents: SSN:<br>Weekly   |
| Other contributing residences Income: \$  | lents: SSN:<br>Weekly □ Bi-Weekly □ Monthly □ Other<br>_ Weekly □ Bi-Weekly □ Monthly □ Other<br>SE A COPY OF THE TWO MOST RECENT PAY STUBS ***<br>ST YEAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***  |
| Other contributing residences Income: \$  | SSN:   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   SE A COPY OF THE TWO MOST RECENT PAY STUBS *** ST YEAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***    Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other  |
| Other contributing residences Income: \$  | lents: SSN:<br>Weekly □ Bi-Weekly □ Monthly □ Other<br>_ Weekly □ Bi-Weekly □ Monthly □ Other<br>SE A COPY OF THE TWO MOST RECENT PAY STUBS ***<br>ST YEAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***  |
| Other contributing residences Income: \$  | SSN:   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   SE A COPY OF THE TWO MOST RECENT PAY STUBS ***  ST YEAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***    Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Bi-Weekly   Monthly   Other   Other   Weekly   Bi-Weekly   Bi-Weekly   Monthly   Other   |
| Other contributing residences Income: \$  | SSN:   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   SE A COPY OF THE TWO MOST RECENT PAY STUBS ***  ST YEAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***    Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   Weekly   Bi-Weekly   Monthly   Other   Other   |

| Please State and Expl                         | ain Amounts | Deducted fro | m your pay on pa        | y-stubs: |            |  |  |
|---|-------------|--------------|-------------------------|----------|------------|--|--|
| Life Insurance                                |             | \$           |                         |          |            |  |  |
| Medical & Dental Insu                         | rance: \$   |              |                         |          |            |  |  |
| 401k:   |             |              |                         |          |            |  |  |
| Retirement                                    |             |              |                         |          |            |  |  |
| Child Support:                                | \$          |              |                         |          |            |  |  |
| Garnishment:                                  |             |              |                         |          |            |  |  |
| Other:  | \$          |              |                         |          |            |  |  |
| Monthly Expe                                  | enses       |              |                         |          |            |  |  |
| Wolting Expe                                  | nses        |              |                         |          |            |  |  |
| G1 - 1  |             |              |                         |          |            |  |  |
| Shelter<br>Pant/Martagas                      | ¢.          | Del 1 - 1    |                         |          |            |  |  |
| Rent/Mortgage: 2 <sup>nd</sup> home mortgage: | \$          |              | nom:                    |          |            |  |  |
| Home insurance:                               | Φ           |              | Paid to whom:           |          |            |  |  |
| Maintenance:                                  |             |              | Paid to whom:           |          |            |  |  |
| Other:  |             |              | Paid to whom: Describe: |          |            |  |  |
|   | Φ           | Describe.    |                         |          |            |  |  |
| Household expenses                            |             | \$           | (Monthly)               |          |            |  |  |
| Food Expenses:<br>Housekeeping Supplies       |             |              | (Monthly)<br>(Monthly)  |          |            |  |  |
| Housekeeping Supplies Clothing & Cleaning:    |             |              | (Monthly)               |          |            |  |  |
| Personal Care Services                        | and Evnanca | 70           | (Monthly)               |          |            |  |  |
| ersonar Care Services                         | and Expense | υ. Ψ         | (wionany)               |          |            |  |  |
| Utilities                                     |             |              |                         |          |            |  |  |
| Electric:                                     | \$          |              | as:                     | \$       |            |  |  |
| Water/Sewer                                   | \$          |              | arbage pickup:          | \$       |            |  |  |
| Basic telephone:                              | \$          |              |                         |          |            |  |  |
| Describe:                                     |             |              |                         |          |            |  |  |
| Medical                                       |             |              |                         |          |            |  |  |
| Insurance Premiums                            |             |              | (Only list paymen       |          |            |  |  |
| Bill payments                                 |             |              | (Only list paymen       |          |            |  |  |
| Other:  | \$          | /per month   | Describe:               |          |            |  |  |
| Transportation                                |             |              |                         |          |            |  |  |
| Number of cars                                |             |              |                         |          |            |  |  |
| 1 <sup>st</sup> Car payment:                  | \$          |              | 2ndCar payment          |          |            |  |  |
| Gas and oil:                                  | •           | mor month    | Public transporta       | tion:\$  | /per month |  |  |

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only. Other requests shall be referred to the Federal Student Aid Acquisitions Group

PCA Procedures Manual for PCAs contracted by Federal Student Aid Last Revised: 3/15/19 \$\_\_\_\_\_/per month Parking: \$\_\_\_\_\_/per month Car insurance: Other: Describe: Child Care Child care: \$\_\_\_\_\_/per month Number of children: \_\_\_\_\_ \$\_\_\_\_\_/per month Number of children: \_\_\_\_\_ Child support: per month Other: Describe: Other Expenses Other Insurance: \$ /per month Describe: \_\_ Based on this Statement, I think I can afford to pay \$\_\_\_\_\_per month I declare under penalty of law that the answers and statements contained herein are, to the best of my knowledge and belief, true, correct, and complete. Signature: Date \_\_\_\_

**Warning**: 18 U.S.C. 1001 provides that "whoever...knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any materially false, fictitious, or fraudulent statement or representation...shall be fined up to \$10,000.00 or imprisoned up to five years, or both."

Complete, sign, and return the requested information to:

(PCA Address & contact information)

This request is authorized under 31 U.S.C. 3711, 20 U.S.C. 1078-6, and 20 U.S.C. 1095a. You are not required to provide this information. If you do not, we cannot determine your financial ability to repay your student aid debt. The information you provide will be used to evaluate your ability to pay. It may be disclosed to government agencies and their contractors, to employees, lenders, and others to enforce this debt; to third parties in audit, research, or dispute about the management of this debt; and to parties with a right to this information under the Freedom of Information Act or other federal law, or with your consent. These uses are explained in the Federal Register of June 4, 1999, Vol. 64, p. 30166, revised Dec. 27, 1999, Vol. 64, p. 72407. We will send a copy at your request.

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

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## 5.0 PAYMENT PROCESSSING

Borrowers may make payments in a variety of ways (sometimes with restrictions) in order to satisfy debts quickly, timely, and efficiently. All payments processed through the Treasury lockbox contractor and Pay.gov are transferred to FSA DMCS contractor on a daily basis to be posted on DMCS.

## 5.1 Accepted payment methods

Borrowers may pay by the following methods, but should not be lead to believe one option is preferred, nor required over another:

- · personal checking accounts
- debit card or prepaid cards that are branded (i.e. Visa, MC, etc)
- cashier's check/money order
- direct debit program (DDP) and the borrower can be directed to myeddebt.gov or call DRG and ask for the DDP form to be forwarded to them

A PCA cannot refuse to take a payment method from the borrower that is available to them, unless there have been 3 consecutive unsuccessful payment attempts using the same payment method.

FSA does not accept personal checks from foreign banks submitted by foreign borrowers, unless the check is drawn on Canadian Banks in US dollars.

## 5.2 Voluntary Payment address and instructions

PCAs must tell borrowers who wish to pay by personal check, cashier's check or money order, to make their payments payable to the U.S. Department of Education, write their DMCS account number on the face of the payment instrument, and mail it to:

> U.S. Department of Education National Payment Center P.O. Box 790336

St. Louis, MO 63179-0336

Or for 2day/overnight/return receipt

U.S. Bank Government Lockbox Attn: Department of Education National Payment Center # 790336 1005 Convention Plaza St. Louis, MO 63101

If the borrowers brings up any of the below circumstances regarding instructions written on their checks the PCA should explain that:

- conditional statements (e.g., "account paid in full") are not legally binding and the borrower still
  owes the entire debt.
- request for their payments be applied in a specific manner, such as "apply only to principal" or "not to be applied to fees or charges", will not be performed.
- Applied to a specific debt, must be submitted as described below for debt specific payments.

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## 5.3 Personal Checking Account

It is acceptable for borrowers to make payments by mailing personal checks, have PCA generate checks on their behalf, or have the PCA submit through Automated Clearing House (ACH).

## 5.3.1 PCA generated checks:

PCAs have the ability to generate checks for the borrower to assist borrowers with making consistent, timely payments.

PCA generated checks are when a borrower consents to have the PCA create a check from their personal checking account, on a date the borrower provides and forward it to the lockbox for posting.

If the PCA chooses to participate in this they must understand that:

- The costs of these services may NOT be passed on to the borrower.
- The PCA is responsible for all penalties incurred by the borrower due to any errors made by the PCA staff in processing of these payments i.e. duplicate posting of payments, early processing of payments, etc.
- These payments are personal checks and may NOT be used for compromise payments

The PCA must ensure that the borrowers banking information is:

- only accessible to authorized PCA personal.
- not stored in common areas (i.e., on the collector notepad or in an open, unlocked area)
- procedures are in place to safeguard this information if standard operating procedures are interrupted due to weather or other disaster situations

## Processing PCA generated checks:

Due to the sensitive nature of the information that is being sent to the lockbox, the PCA must ensure they can track any package sent to ensure delivery.

- The PCA must send these to the lockbox to be received the day before or on the date they are supposed to be processed.
- The checks must be bundled in groups by processing date
- and sent to street address provided above.

#### 5.3.2 Automated Clearing House (ACH)

PCAs have the option of assisting the borrowers with making electronic payments from their checking accounts through the automated clearing house (ACH) through Pay.gov. If the PCA wishes to utilize this process it can be done by either single or batch processing depending on which method best fits their processing flow.

In order for the PCA to use this tool they would need to request this information via scheduled appointments. See 22.0 – CONTACTS for information on requesting access.

Interested PCAs may explore the information available at: https://qa.pay.gov/agencydocs/index.html.

PCAs may also contact Pay.gov support at 1-800-624-1373 or by email at pay.gov.clev@clev.frb.org.

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## 5.4 Debit/Prepaid card payments

Borrowers may enter payments directly to Pay.gov by logging onto www.pay.gov. Borrowers can input payment information and review prior transactions. Borrowers can also schedule recurring payments.

The Pay.gov site accepts debit/Prepaid cards displaying the Visa or MasterCard logos.

PCAs must process any payments a borrower wishes to make by debit/Prepaid card. PCAs must process debit card payments only through the Pay.gov government-wide payment services program by one of two ways:

- 1. PCAs may enter payments individually; or
- PCAs may participate in the Trusted Collection Service (TCS) process, which allows the contractor to submit requests to receive and process collections electronically "on-line."

Any PCA that processes debit cards for accounts must abide by all debit card securities and requirements as outlined by FSA and contained in the Payment Card Industry (PCI) Data Security Standard. The PCA is responsible for the security of any cardholder data it maintains or possesses.

When Pay.gov *approves* a payment (i.e. the debit card transaction was successful) for a compromise or when that approved payment pays the balance in full, the PCA must annotate the DMCS Historical Events window with:

DCARD payment from (Cardholder name) approved tracking # \_\_\_\_\_ in the amount of \$0.00; will post in 4-5 business days

When Pay.gov denies a payment (i.e. the credit/debit card transaction was unsuccessful or invalid), the PCA must not attempt a transaction more than twice in one day. A third attempt will automatically be denied by Pay.gov and could cause Pay.gov to lock up.

When processing debit card payments, the PCA must:

- ensure all information input is correct;
- encrypt all debit card information sent via e-mail, using the WinZip 128 bit encryption;
- record contact information such as payer's mailing address on the Pay.gov debit card processing form and the Pay.gov system for all transactions; and
- if processing these manually and not through the batch processing, provide a telephone number on the Pay.gov debit card processing form for all third party payments.
- Have a process in place were they are able to retrieve/store the Pay.gov Tracking ID#. FSA
  encourages the PCA to down load the Pay.gov credit card activity report (which will have the debit
  card data) for their agency in the manner they deem appropriate i.e., bi-weekly, monthly etc., in
  order to access any transaction confirmation numbers ED cannot retrieve from Pay.gov as ED does
  not store this information.

# 5.4.1 Recurring debit/prepaid card payments

The PCA may allow the borrower to set up recurring payments on Pay.gov, or the PCA may set up recurring payments.

Under all options, PCAs must use extreme caution when obtaining and securing borrower debit/prepaid card information. PCAs must ensure they are in compliance with the PCI Data Security Standards.

If the PCA sets up recurring payments, the PCA must use one of the following three methods:

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## (1) Verbal authorization with each payment, where the PCA:

- obtains from the borrower over the phone credit/debit card information and authorization for a one-time payment;
- must only use the debit/prepaid card information to process the authorized one-time payment;
   and
- must securely store the credit/debit card information for audit/review purposes only and in compliance with PCI data security standards.

#### (2) Verbal authorization for recurring payments, where the PCA:

- obtains from the borrower over the phone debit/prepaid card information and authorization from the borrower to process payment on an approved date each month;
- documents the PCA system with the information for processing the debit/prepaid card payment (NOT the debit/prepaid card number) and that authorization for recurring payment was obtained;
- 10 days prior to each payment transaction, sends a letter to the borrower reminding the borrower of the authorization for recurring payments and advising the borrower to contact the PCA immediately with any questions;
- must only use the debit/prepaid card information to process the authorized recurring payments; and
- must securely store the credit/debit card information (hard-copy or electronically) in compliance with PCI data security standards, allowing access only to staff that the need the information to process the authorized recurring payments.

## (3) Written authorization for recurring payments, where the PCA:

- obtains from the borrower over the phone credit/debit card information and authorization from the borrower to process payment on an approved date each month;
- sends the borrower a debit/prepaid card recurring payment authorization letter that:
  - o outlines the borrower's authorization for recurring payments
  - o includes specific information such as payment amounts and time frames;
  - indicates that the PCA will securely store the debit/prepaid card information;
  - o confirms that the PCA will process payment on the approved date each month; and
  - instructs the borrower to sign and date the agreement letter and send it back to the PCA.
- upon receipt of the signed credit/debit card recurring payment authorization letter, maintains
  a copy for its records and forwards the signed agreement letter to FSA for imaging into the
  borrower's file;
- documents the PCA system with the information for processing the debit/prepaid card payment (NOT the debit/prepaid card number) and authorization for recurring payment was obtained;
- must only use the credit/debit card information to process the authorized recurring payments;
   and
- must securely store the debit/prepaid card information (hard-copy or electronically) in compliance with PCI data security standards, allowing access only to staff that the need the information to process the authorized recurring payments.

Because the PCA has obtained a written agreement, FSA does not require verbal authorization in order to process subsequent transactions on the borrower's card.

## 5.4.2 Refunds of debit/prepaid card payments (chargebacks)

PCAs must initiate chargebacks, refunds of part or all of a debit/prepaid card payment, when an error has been made in the processing of a debit/prepaid card payment. PCAs may now process chargebacks

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via Pay.gov. Only process a chargeback request after the transaction has posted to the proper account. If any posting errors or notable posting delays have occurred, contact ED to review the issue

FSA may initiate chargeback if an account is overpaid.

Borrowers/card holders may initiate a chargeback as a result of dispute of payment with the card issuer (bank-to-bank disputes).

Daily chargeback items retrieved via the Pay.gov chargeback retrieval processes are combined with any items resulting from chargeback disputes initiated by the borrower/card holders (bank-to-bank disputes), which are received directly from Vantiv (5/3 Bank)

https://direct.ftpsllc.com/direct/logon53Direct.jsp, once the chargeback updates are received via Vantiv direct system Maximus will update the information accordingly addressing the adjustment/correction needed relative to the financial history of the affected account(s).

#### **HOW TO PROCESS CHARGE BACKS**

- Log onto www.pay.gov/agency
- 2. On User Center desktop screen go to "Reports Menu"
  - Under "Report List" select "Activity File Download Query"
  - Enter Pay.gov tracking ID # of item to be refunded enter
  - Screen select "Refund" link from the criteria list.
- 3. Review "Plastic Card Refund Transaction" screen:
  - Refund amount (US Dollar xx.xx): \$0.00.
  - Original payment amount should already be populated.
  - If partial refund is desired simply delete the original amount and type in the partial refund.
- 4. Select the "continue" button at the bottom of the page to proceed with the refund processing.
- 5. "Plastic Card Refund Summary" screen mark the "box" that reads "I have reviewed the transaction and authorize it for refund" and then click the "Submit Refund" box to finish processing the refund.
- 6. After the chargeback has been completed return to the left side the processing page and locate "Collection Control Panl" select "Search Transaction" in order to create new chargeback page.

Note: If needed, print a copy of the "Plastic Card Refund Confirmation" as this assist with tracking the chargeback

7. Document DMCS Historical Events by creating an event:

Action: Comment Result: Comment

Annotate:

CCARD HOLDER REFUND COMPLETED IN THE AMT OF \$0,000.00; ADVISE BORR TO CONTACT CARD ISSUER IN ORDER TO CONFIRM CREDIT HAS BEEN APPLIED TO

CARD. EFFECTIVEDATE OF PYMT 00/00/00 (FULL CHARGEBACK OR PARTIAL CHARGEBACK).

8. Document PCA notepad summarizing the information

## 5.4.3 Voiding debit/prepaid card transactions

If the PCA made an input error, the PCA must:

- void (cancel) the debit/prepaid card transaction in Pay.gov on the same business day before
   7:30pm Eastern Time; and
- · record the action in the DMCS Historical Events window.

If the PCA fails to void the debit/prepaid card transaction on the same day, the PCA must wait for the transaction to post to the financial history on the borrower's account and the process a chargeback. If the PCA fails to properly void debit/prepaid card transactions to correct input errors, the PCA may receive an out-of-compliance notice from the contracting officer.

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Note: Voids can only be processed on Pay.gov on the day of input, up to 7:30pm Eastern Time because debit/prepaid card transactions are reconciled and settled beginning at 8:00pm Eastern Time on the day of input. Any items received after this time must be processed as a chargeback.

#### HOW TO VOID A PAY. GOV TRANSACTION

Using the Pay.gov tracking ID# of the transaction to be voided, log into the Pay.gov system under the "User Center: Collection Control Panel":

- 1. Select Search Transaction
- 2. Select Search by Pay.gov ID
- 3. Enter the Tracking Number in the field provided
- 4. Click on the Search Transactions button
- 5. Print the voided completion page and maintain it as a record.

## 5.4.4 Pay.gov Access and Issues

If a PCA wishes to get access to pay gov for debit card or check processing please see below.

#### ABOUT PAY.GOV TCS

TCS information is basically transmitted to the PCAs upon request via scheduled appointments. See 22.0 – CONTACTS for information on requesting access.

Interested PCAs may explore the information available at: https://qa.pay.gov/agencydocs/index.html.

PCAs may also contact Pay.gov support at 1-800-624-1373 or by email at pay.gov.clev@clev.frb.org.

If the PCA is having any issues with refunds or voids they can contact the pay.gov help desk at (800) 624-1373.

## 5.5 AmeriCorps and Department of Defense Loan Reimbursement Program

The PCA must, upon receipt, forward to the Greenville, TX address:

- a payment application form from the Corporation for National Community Service on behalf of an AmeriCorps borrower; or
- a request under the Department of Defense Loan Reimbursement Program.

The PCA will not receive commissions for these payments.

The PCA must NOT pass on to the borrower the cost of forwarding these documents.

## 5.6 Debt-Specific Payments

When a borrower requests that a payment be applied to a specific debt, the PCA must submit this request after the payment posts by suing the following AR event to send the account to the National Payment Center (NPC) for correction.

Move payments from 1 debt to another for the same borrower:

Action = CallFrom or CorrFrom

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- Result = DiPmtReq
- Comment = Comment required: include payment date and amount of the payment; how much should be transferred and the DM debt number(s) to apply the money to.

## 5.7 Unidentified (Missing) Payments

When the PCA is notified by a borrower that a payment has not posted to his/her account, the PCA must attempt to find the missing payment and request it be applied to the account. The PCA must:

- 1. Direct the borrower to send in a copy of the front and back of the payment instrument.
- 2. If the missing payment is a money order, advise the borrower to have it traced.
- 3. If the missing payment is a canceled check and is unavailable, obtain the check number, date and amount are required.
- Review the Unidentified Payments Report (Suspense Report) to find the payment. This can be found on DMCS, Reports tab, select "Custom Reports", select "FSA PCA Reports (RPca44-PCA Suspense Report)."
- 5. Submit via "Payment Issues" eIMF the Suspense Removal Request form, the Suspense Report, and a copy of the payment instrument.
- 6. Notate the DMCS Historical Events window with the missing payment information and add it to the Omitted Item worklist. To add an account to the "Omitted Item Worklist", create an A/R event on the account:

Action: corrfrom Result: omitem

The worklist is reviewed daily for missing payments. Payments that are unidentified or that cannot be posted to an account will go into suspense and will be listed on the Unidentified Payments Report (Suspense Report). The Suspense Report will be part of the base system reports when this functionality is operational.

The Suspense Report is part of the base system reports on DMCS and is located under Reports tab, Select Custom Reports, Select FSA PCA Reports (RPca44 - PCA Suspense Reports).

## 5.7.1 Misdirected payments and post-dated checks

The PCA is <u>strictly prohibited</u> from soliciting the receipt and processing of borrower payments under this contract. The PCA is also prohibited from soliciting post-dated checks. FSA's National Payment Center (NPC) will process all post-dated checks on date of receipt.

If a PCA receives any borrower payments, the PCA must:

- Forward the payment to FSA's National Payment Center by overnight mail service, within 24 hours of receipt.
  - a. If the payment does not have the DMCS account number, determine the account number and place it on the outside of the envelope.
  - b. Retain a date-stamped copy of the payment instrument and envelope in a secured location.
- 2. Log the misdirected payment in an MS Excel report of Misdirected Payments.
- 3. Within three (3) business days of the date of receipt of the payment instrument, the PCA must send/initiate a letter to the borrower advising them to send any and all future payments to the National Payment Center, not the PCA. The PCA must send a similar letter to any employer who sends an Administrative Wage Garnishment payment to the PCA.

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of the misdirected payment instruments.

4. By the 15th of each month (next business day if the 15<sup>th</sup> falls on a weekend/holiday), the PCA must submit its report of all Misdirected Payments to the CO and the COR(S).
During FSA's agency reviews, FSA may require PCAs to provide the hard copies or electronic copies

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# 5.0 - Appendix A - Pay.gov Registration and Password Instructions

## A. Registering New Users to Pay.gov

In order to use the Pay.gov system all 'End Users' must be registered via the Pay.gov Information System Security Officer. In accordance with the requirement of registration, the PCA must provide the Pay.gov Information System Security Officer a list of designated staff to be entered as users on the Pay.gov system. The list of designated personnel must include their name, mailing address, telephone number and individual email address. Each designated person must have an individual email address assigned to him/her, or his/her application for registration will be denied.

Pay.gov will contact the new users directly by phone or email. Generally, access to the system is handled quickly.

#### B. Password Assistance

Pay.gov passwords must be at least eight characters long and must contain both letters and numbers. Contact the Pay.gov help desk @ 800-624-1373 for assistance with username and password issues. FSA cannot assist with this problem.

## C. Password Change

- Go to the Pay.gov site: <a href="https://www.pay.gov">https://www.pay.gov</a>
- Enter your username and password (password is case sensitive) in the specified fields and click on 'Login.'
- 3. The User Center screen will then be displayed. Select 'My Account' on the top right of the screen. Click on 'Change Password.'
- 4. On the following screen, enter your current password. Enter your new password in the 'New Password' and 'Retype New Password' fields.
- Click on 'Change Password.'
- 6. The "Welcome to Pay.gov Enrolled User Login" screen will then be displayed and the message "Your password has been successfully changed" will be displayed under the Password field.
- 7. You may now login using your new password.

## D. Forgotten Password

- 1. Go to the Pay.gov site: https://www.pay.gov
- 2. At the "Welcome to Pay.gov Enrolled User Login" screen, select "Forgot your Password."
- 3. At the "Forgot your Password" screen, type your User Name, and click on "Lookup Secret Question."
- 4. Type the answer to your secret question (case sensitive) and click on "Answer Secret Question."
- 5. Type your new password in the "Enter New Password" and "Retype New Password" fields. Click on "Change Password."
- 6. The "Welcome to Pay.gov Enrolled User Login" screen will then be displayed and the message "Your password has been successfully changed" will be displayed under the Password
- 7. You may now login using your new password.

- E. Password Re-sets
- 1. Go to the Pay.gov site: https://www.pay.gov
- 2. Click on 'Login.'
- 3. The User Center Forgotten Password screen will then be displayed; enter your username in the 'Username' field and click on 'Submit.'
- 4. A screen showing your secret question will display next; enter your secret answer in field provided and click on 'Submit.'
- 5. A Change Password screen will then follow. Enter your new password and confirm it by re-entering it on the line below. Click on 'Change.'
- 6. A User Center screen will then be displayed, welcoming you to User Center and indicating that you are not logged in. Choose "login."
- 7. Enter your username and new password; click on the 'Login' button.
- 8. The main User Center screen stating that you are currently logged in will then be presented.

Suspense Removal Request Form

# 5.0 – Appendix B – Suspense Removal Request Form

| FAX to: (903) 454-539  | 6  | Contractor # |
|------------------------|--|--------------|
| Requested by           | *  | Date         |
|                        |  | Phone number |
|                        |  | Fax number   |
| SUSPENSE REMOVAL R     | EQUEST   |              |
| ACCOUNTING D           | ATA  |              |
| (from unidentified pay | ments report)  |              |
| DMCS ID or /SSN:       |  |              |
| RECEIVE DATE:          |  |              |
| Trace Number:          |  |              |
| ITEM NUMBER:           |  |              |
| AMOUNT:                |  |              |
|                        | POSTING DATA   |              |
| DMCS (10 digits) Accou | unt Number:  |              |
| Name:                  |  |              |
| Street:                | dramatical in the second secon |              |
| City:                  | State:   | Zip:         |
| Notes:                 |  |              |
| Input by               | Date   |              |
| Rev. 05-08             |  |              |

## 6.0 **ACCOUNT ADJUSTMENTS**

Account adjustments are borrower balance changes that are required for various reasons. In order for the PCA to service the borrowers account they are sometimes required to request these adjustments under the right circumstances.

Two of the reasons the PCA would request account adjustments are:

- 1. Removal of Fees
- 2. Balance Correction

#### 6.1 Removal of Fees

In general, defaulted student loans and other debts assigned to PCAs should not have fee balances. If the PCA discovers a debt with a fee balance, the PCA must request the fees be removed from the account, according to the requirements below.

However, the PCA *must not* evaluate their entire portfolio of accounts to identify accounts with fee balances, and request fee removal. FSA will not process such requests.

Below are the different types of fees that should be removed.

#### 6.1.1 Assigned Fees

FSA has already removed most of the assigned fees but PCAs may occasionally find a debt where they have not been removed.

If a PCA discovers a debt with fees appearing in any of the "Fees Assigned" fields on the debt information (DebtInfo) User Defined Page (UDP), the PCA must request FSA to remove the fees, after checking to make sure they have not already been written off.

Assigned fees may appear as "PenaltyFeesBalance," "AdminFees," or "FeesCostsBalance".

If assigned fees have already been written off, they will normally show on the Financial Transaction screen as "NA" for an amount that matches the assigned fee.

The PCA must request removal of assigned fees before submitting an account for AWG, rehabilitation and consolidation.

## 6.1.2 Returned Check Fees and Unpaid Collection Cost Fees

Fees resulting from financial transactions are usually penalty fees of \$5.00 per returned payment and unpaid collection cost fees. FSA has not assessed bounced check penalty fees for several years so they are rare.

Unpaid collection cost fees result when a payment on which collection costs are applicable is applied to a debt, and the amount applied is not sufficient to pay the penalty, admin fees and any other fees that

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are due on the account. The result of such a transaction is that penalty admin and other fees may be reduced, with the unpaid collection costs fees being added to the account.

When there are multiple debts, payments are credited proportionally to each debt. In most cases, returned check penalty fees and unpaid collection cost fees are not removed from the account. The PCA must not request removal of these fees unless:

- the returned check fee was assessed in error.
   Example: The PCA made an error in processing a payment that resulted in a returned check fee.
- a Treasury Offset reduces the principal and interest balance to less than \$25.00.

## 6.1.3 Administrative Fees Added By FSA

FSA added administrative fees of \$72.00 on 10-6-1990 and \$15.00 on February 15, 1991.

The PCA must request removal of these fees if a Treasury Offset reduces the principal and interest balance to less than \$25.00.

#### 6.2 Correction of Balance

Balance corrections are needed when a borrower has a mixture of positive and negative (credit) balance debts, indicating that one debt was overpaid. The PCA must resolve the overpayment by requesting a refund or an offset reduction of the positive balance debts on the account.

PCAs must only request this under one of the following circumstances:

- Borrower is in repayment (account must be on a Payment Schedule or have repayment terms clearly annotated in the DMCS Historical Events window)
- AWG is being initiated (must be clearly annotated in the DMCS Historical Events window).
- Accounts that are not closed (compromise, discharge, etc.) in a timely manner. (allow 45 days for the system to close the account first.)

## 6.3 REQUESTING ACCOUNT ADJUSTMENTS

If the borrowers account meets any of the above criteria for the removal of fees or correction of balance then the PCA must request the account adjustment.

The PCA should be requesting these adjustments through DMCS by placing the action and result codes below on the account with detailed instruction on which accounts need to be fixed, what type of adjustment it is and why it needs to be adjusted.

- Action = EscIssRc (Escalated Issue Received)
- Result = EscissBF (Escalated issue Financial)
- Comments = Provide detailed comments, Route to Payment Center (NPC)

# 7.0 ADMINISTRATIVE WAGE GARNISHMENT (AWG)

#### 7.1 LEGAL AUTHORITY

The **Debt Collection Improvement Act of 1996 (DCIA)** authorizes federal agencies to garnish administratively, that is, without court order, up to 15% of the disposable pay of an individual who is not a federal employee to collect a delinquent non-tax debt owed to the United States.

The **Fifth Amendment to the Constitution**, which requires due process of law before a person may be deprived of his or her property, further controls and guides the conduct of AWG by federal agencies.

**Treasury Department regulations, 31 C.F.R. 285.11**, provide the authority and guidance for federal agencies to conduct AWG under the DCIA. The Department adopted its own regulations to conduct AWG under the DCIA, which are codified at **34 C.F.R. Part 34**. These regulations were developed with careful consideration of both Treasury rules and Department experience conducting AWG under the virtually identical provisions of HEA §488A, 20 U.S.C § 1095a. rules, published February 19, 2003.

## 7.2 WHAT IS ADMINITRATIVE WAGE GARNISHMENT (AWG)

Administrative Wage Garnishment (AWG) is an involuntary payment program initiated by FSA on accounts where the borrower appears to have the ability to pay but no intention of paying voluntarily. AWG is often referred to as the "tool of last resort."

#### 7.3 ROLES AND RESPONSIBILITIES

#### 7.3.1 Role of the PCA

PCAs must strictly adhere to the requirements described in this chapter to ensure that AWG is employed only as a tool of last resort. In the AWG process, the PCA must:

- 1. strive to negotiate account repayment, prior to review for AWG;
- verify borrower's demographic information (name, address, date of birth, social security number);
- verify borrower's place of employment information;
- verify candidates for AWG;
- 5. verify garnishment information with employer
- link borrower to employer to initiate AWG;
- 7. assist borrowers with options available prior to and after the garnishment order is sent to the employer;
- 8. assist employers with questions on the garnishment orders received;
- identify non-compliant employers and make recommendations for litigation;
- monitor for and identify the borrowers' requests for hearings(RFH) and verify timeliness of the borrower's request; and
- 11. prepare a preliminary evaluation of hardship claims and attempt to secure additional information and documentation that may be needed to properly evaluate the objections raised by the borrower to garnishment.

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If the PCA finds that a borrowers account is not eligible for AWG because the borrower is self-employed, the PCA may recommend litigation if they meet those requirements.

## 7.3.2 FSA Oversight and Enforcement

FSA employees coordinate with PCAs, employers, the Office of General Counsel and the U.S. Attorney's office to ensure the enforcement of AWG withholding orders. FSA employees also provide monitoring, oversight, and guidance to ensure the PCAs comply with AWG requirements.

#### FSA employees:

- review the PCA's request for validation of the borrower's eligibility for AWG;
- · monitor the PCA's compliance with AWG requirements;
- provide AWG training and technical assistance to PCAs and non-compliant employers (for account in active and inactive garnishment status); and
- · address non-compliant employers.

To ensure PCA compliance, FSA employees monitor the following PCA activity related to AWG:

- approved and disapproved withholding orders;
- borrower and employers correspondence;
- employer certifications; and
- non-compliant employer accounts assigned to the PCAs.

Hearing officials are FSA employees and contracted employees that serve as impartial adjudicators authorized to:

- conduct AWG hearings (by review of written records, by telephone, or in-person;
- receive and consider evidence presented by the borrower to support objections to the validity and enforceability of the garnishment order or the debts covered by the garnishment order; and
- discharge or reduce the debt, reduce or cancel any outstanding garnishment order, and return some or all amounts collected on the debt.

Before issuing a hearing decision, hearing officials:

- review evidence from the Department to validate the enforceability of the debt and/or the borrower's records opposing the validity or enforceability of the debt;
- ensure the borrower has adequate opportunity to request and receive copies of Department records;
- notify the borrower when new evidence has been obtained and will be considered;
- offer the borrower an opportunity to examine that new evidence, and respond by his or her own additional evidence and arguments; and
- provide borrowers opportunity to provide documentation supporting claims of legal exclusion and/or financial hardship.

As an impartial adjudicator, the hearing official is not bound by any prior determination by the Department or any prior holder of the loan regarding the borrower's objection to or the validity and enforceability of the garnishment order or the debt.

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The hearing official does <u>not</u> engage in collection on the debt. The Department regards any individual who has no responsibility to collect the debt and does not report to an individual who is responsible for collecting debts to be sufficiently independent to conduct a fair hearing.

## 7.4 BORROWER'S RIGHTS AND HOW TO AVOID GARNISHMENT(34 C.F.R. Sections 34.4-34.7)

## 7.4.1 What are the borrower's rights in the AWG process?

The borrower has the right to:

- receive notice of the potential AWG and what their options are 30 days prior to FSA ordering wage garnishment;
- an opportunity to inspect and copy Department records pertaining to the debt. (Requesting documents only, does not delay a garnishment order.);
- an opportunity for a hearing to present evidence and argument on any objection by the borrower to the enforceability of the garnishment order or the validity or enforceability of the debt;
- have garnishment action withheld by filing a timely request for a hearing, until the hearing is completed and an adverse decision issued;
- initiate any legal action against his or her employer if the employer discharges, refuses to hire, or takes disciplinary action against the borrower based on the garnishment action; and
- not have any information provided to the employer but that which is necessary for the employer to comply with the withholding order

## 7.4.2 How can the borrower avoid garnishment?

To avoid garnishment of 15% of disposable pay, the borrower must:

- agree to repayment terms acceptable to FSA and making a payment that is received by the
  Department within 30 days from the date the Notice of Proposed Wage Garnishment (NPWW)
  was sent;
- make a written request for a hearing by expressing an objection to the validity of the debt or the garnishment that, if mailed, is post-marked within 36 days or, if faxed or delivered in person, is received in 30 days of the date the NPWW was sent; and
- provide proof to support any objection made to the existence, amount, or enforceability of the debt, or a claim of legal exclusion or, financial hardship.

## 7.5 PCA REQUIREMENTS BEFORE RECOMMENDING AWG

Before linking the borrower to the employer on the DMCS system, and thereby recommending AWG, the PCA must have completed 1-5 in the above section 7.3.1, Role of a PCA. These roles are described below:

7.5.1 Strive to negotiate account repayment, verify borrower demographics, verify borrower's place of employment

To ensure that AWG is used only as a tool of last resort, before identifying accounts eligible for AWG, the PCA must:

1. **Verify borrower's name:** Make sure that the borrower's name on DMCS matches the name on PCA system. If it does not match:

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- And the PCA has submitted a name change request (Chapter 12, Section 11.2.1) and the name has not been updated, PCA must not initiate AWG until after the name is updated on DMCS
- Check FSA Historical Events window for a recent name change and if it is provided, PCA should update their system before initiating AWG.
- Verify SSN: Resolve any SSN issues before submitting the account to AWG. There should not be any
  unresolved SSN issues showing up in the DMCS Historical Events window or in your internal account
  history (e.g. pseudo). An account with a pseudo SSN cannot be submitted for AWG.
- 3. **Verify residential address:** Verify the residential address verbally with the borrower or confirm that there are no return mail letters that were sent to the current address. On DMCS, make sure the current address is not marked "U" for "Undeliverable" and no correspondence sent to the current address has been returned.
- 4. **Verify place of employment (POE):** Verification must happen within 30 days of submission for AWG. Acceptable verification includes any and all of the following:
  - <u>Telephone contact</u>: The borrower or the borrower's manager/supervisor verbally verifies the borrower's POE and employer's phone number. Actual contact with the borrower at the POE.
  - Employment Verification Service Vendor: The PCA must attempt to locate the borrower
    through the information provided from this service. If after 7 attempts at different locations
    you are unable to locate the borrower you can then consider the employment verified. If there
    are not 7 locations attempts for that employer or the employer has stated that they do not
    allow employee calls, note DMCS with why you were unable to complete the attempts. Each
    attempt must be recorded on PCA's notepad.
  - <u>Written verification</u>: Completed verification form. The form can be the PCA's own employment verification form or the FSA employment verification form (WG20) ordered through DMCS.

#### 5. Telephone contact attempts:

- If there is a verified <a href="https://example.com/home-phone-or-personal-cell-phone">home-phone-or-personal-cell-phone</a>, make at least five contact attempts at different times of the day and different days of the week. Leave a message, if permissible.
- If work phone is available, attempt to contact the borrower at the POE. If direct contact is not
  possible, but the POE will take messages, leave at least 2 messages. If the employer won't take
  messages or requests no telephone calls document the system and move on to the next step.
- If <u>at least one successful contact with the borrower over the telephone</u>, the above 2 telephone attempts are not required.
- If the borrower has no verified/good telephone numbers and proper skip tracing has been
  performed in order to obtain a good number for the borrower than the above home and work
  attempts are void as long as employment has been verified through corporate or a verification
  service vendor. The PCA must clearly document on the PCA system all attempts and instances
  where messages are left, or instances where messages are not allowed to be left.

#### 6. Letter requirement:

All letters must have been sent to the address of record for the borrower at the time that they were sent. None can have been returned.

- If no successful telephone contact with the borrower, at least 3 letters must have been sent:
  - 2 letters demanding payment; 1 of the 2 is the initial demand
  - 1 letter offering and explaining repayment options
  - Once the 30-day validation requirement of the initial demand is met, the last 2 letters should be sent with an interval of at least 7 days between them. 7 days after the 3<sup>rd</sup>

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letter is sent the account can be initiated for AWG. For example, if the initial demand letter is sent on 1/1, then on 1/31 the second letter can be sent and on 2/7 the final letter can be sent.

- If <u>at least 1 successful telephone contact with the borrower</u>, send at least 2 letters must have been sent:
  - 2 letters demanding payment; 2 letters demanding payment; 1 of the 2 is the initial demand.
  - Once the 30-day validation requirement of the initial demand is met, send the 2<sup>nd</sup> demand letter.
- 7. **Cease and desist letter:** If the PCA receives a "cease and desist" letter from the borrower or the borrower's attorney, the PCA:
  - must NOT send any further letters or make phone calls to a borrower after receiving; and may immediately initiate AWG without if the borrower meets all of the requirements. See section 10.2, Ceasing Collection

## 7.5.2 Verify candidate for AWG

If the PCA is unable to negotiate repayment the PCAs must verify whether the borrower is a candidate for AWG. The borrower could be a candidate for AWG if:

- 1. The principal and interest is at least \$200 with no negative balances requiring adjustments.
- The account must have completed the initial 30-day validation period with the PCA, or the PCA received a cease and desist letter.
- 3. Account shows no "unclosed" rehabilitation or consolidation (i.e., an unpaid balance left on the account after rehab or consolidation). If identified, follow the instructions in 19.0 eIMFs, section 19.1, "Account Adjustments".
- DMCS Letter History, Collectors' Notepad, or Historical Events window shows previous successful contact.
- 5. DMCS and PCA system and records show no unresolved dispute.

The borrower is not a candidate for AWG if the borrower:

- is a federal or military employee
- is a Merchant Seaman (U.S.C.G. Section 11190)
- is a barge worker or inland waterways
- is a Seasonal worker with no constant employer (i.e. farm laborer)
  - Borrowers whose terms of employment include extended periods of leave followed by a return to service (e.g., teachers) are candidates for AWG
- is self-employed (e.g. independent contractor, real estate agent, sole proprietor, etc.)
- is an employee of a Sovereign Foreign Nation, United Nations, or the World Bank
- earns weekly/monthly income less than 30 times the federal minimum wage of \$7.25/hour (\$217.50/week or \$942.50/month or \$11,310/year)

The borrower is temporarily not a candidate if the borrower:

- set up a payment arrangement or voluntary payment posted in the past 30 days; or
- a compromise agreement has been that has not yet expired.

#### 7.5.3 Verify garnishment information with employer

If the borrower has more than one job, the PCA must choose the employer that will be able to garnish more.

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It is the responsibility of the PCA to ensure that they obtain the best contact information to use when sending garnishment notices to employers. When verifying the information needed to send the garnishment, the PCA must speak with the employee in the company who is responsible/assists the requests for wage garnishment. Usually, it will be an employee in the garnishment/payroll/human resources department, but for smaller companies, it may be the owner or employee who handles payroll.

The PCA must obtain from the employer the:

- Official name of the company
- address for receiving garnishment orders
- phone number
- contact name (if available)
- Federal Employer Identification Number (FEIN), if available.

PCAs may obtain the employer's fax number and e-mail address and could also attempt a final employee verification, especially if the original verification was through an employee verification service or a supervisor.

To obtain the employer's contact information, the PCA may use:

- FSA's employer verification form letter WG20 (ordered through DMCS);
- the PCA's own employers garnishment verification form;
- · employment verification service; or
- · telephone contact with the right party at the place of employment.

#### 7.6 REQUESTING AWG

#### 7.6.1 Initiating AWG

In order to request AWG be initiated, the PCA must link the borrower's account to a valid employer. This action triggers DMCS to send a Notice of Proposed Wage Garnishment (WG19NPWW) to the borrower.

Before linking the borrower's account to a valid employer, the PCA must have completed the PCA REQUIREMENTS BEFORE RECOMMENDING AWG section of this chapter: (1) strived to negotiate account repayment; (2) verified that the borrower is a candidate for AWG; and (3) verified the garnishment information with the employer.

To link the borrower's account to a valid employer:

- First, check to see if there is employer information on the Employer Info UDP of the borrower's
  account.
  - a. If there is no employer information, go to the next step.
  - b. If there is previous employer information, determine if it is the employer that should receive the garnishment order.

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- If it is and all of the information for the employer is correct, make sure the Employer Status
  is "current" and update the "Verification Date," press "Enter" and add the tags to link the
  account.
- If the FEIN is correct and the address in DMCS is incorrect and the employer has verified this again, go to the 2, c. of this section and follow the instructions.
- If it is not the employer that should receive the garnishment order, update the employer's status to "previous" and go to the next step.
- Next, determine whether or not the employer is already set up in the system and link the borrower's account(s). You can determine whether or not the employer is already set up in the system following the instructions in the DMCS Private Collection Manual for "Searching for a Company in DMCS."
  - a. If the employer is located in the search, the employer is already set up in the system and you can link to the borrower's account following the instructions found in the DMCS Private Collection Manual called "Linking the Borrower to an Employer and Initiating AWG."
  - b. If you only have the name and address of the employer, search by the name and choose the result that has the same address and phone number. If nothing but the name of the company matches any of the results found, re-verify with the employer and if the information is the same, follow the instructions below for "PCA does not have a FEIN."
  - c. If the employer is not located in DMCS you need to have it added. If you **do not** have a FEIN # or if there is already an FEIN# with a different employer address, follow the instructions found in the DMCS Private Collection Manual called "Creating Pseudo FEIN" which will also explain how to link the employer to the borrower's account. If you **do** have a FEIN #, follow the instructions found in the DMCS Private Collection Manual called "Adding a New Employer" will also explain how to link the employer to the borrowers account.

Once the account is linked, the Notice of Proposed Wage Garnishment (NPWW), letter number WG19, should be sent and the PCA should monitor DMCS to ensure this happens.

- If the tag bAWGPnAd (AWG pending address) displays, it means the address was found to be bad and the PCA must correct the employer's address before the NPWW will be sent.
- If the tag bAWGPnAd does not display and the account is being placed into AWG for the first time, the NPWW should be sent automatically within 72 hours. Check the DMCS "Notice Request" window to confirm that it was requested.

## 7.7 AVOIDING WAGE GARNISHMENT

Within 30 days of the date the NPWW was sent (the 30-day period), the borrower may still avoid having a Wage Garnishment Order (Order) sent to their employer (have the Order suspended) by 1) submitting a timely hearing request; or 2) entering into a voluntary repayment agreement.

The NPWW includes a Request for Hearing (RFH) Form, and Financial Disclosure Form. (See appendices.)

When speaking with a borrower during this period, the PCA should explain the borrower's options to have the Order suspended, including applicable time frames and payment deadlines.

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#### 7.7.1 Submits an RFH

When is a borrower's objection to garnishment considered to be a request for an AWG hearing? A borrower is requesting an AWG hearing when he/she expresses in writing, any objection to the validity and enforceability of the garnishment order or the debt after a NPWW has been issued.

PCAs must not require the borrower to use a specific form or specific language to request a hearing.

PCAs must consider any objection meeting the above definition to be a request for a hearing.

For instructions on how to process a request for hearing see section 7.13 of this chapter.

## 7.7.2 Voluntary repayment (no hearing request)

Within the 30-day period, the PCA may attempt to negotiate voluntary repayment even if the borrower hasn't submitted an RFH. To avoid having the Order sent to their employer, a borrower must agree to an option for voluntary repayment (see below) and meet the following requirements:

- To avoid the Order through voluntary repayment, the borrower must make the first payment within the 30-day period. This will temporarily prevent the Order from going out.
- If a signed agreement is required, the borrower must sign and return it within 10 days from the date it was sent for the Order to remain suspended.
- The borrower must continue to make the payments timely until the voluntary repayment agreement is completed or the Order will go out.

At the time of negotiation, the PCA must notify the borrower of the date the Order is expected to be sent (the end of the 30-day period). The PCA must also determine if it is in the best interest of the borrower to submit a written RFH.

#### Options for voluntary repayment

- Lump Sum Balance in Full (BIF): Borrower must make payment before the Order goes out. Even if
  the BIF comes in after the Order goes out, the payment will still stop the garnishment.
- Compromise, a.k.a., Settlement in Full (SIF): The PCA may agree to a compromise (accept a lesser amount than BIF) according to the requirements in 4.0 – COMPROMISES AND REPAYMENT SCHEDULES.
  - If you have reached a compromise agreement, the borrower then they are required to have the 1st of the payments post to DMCS or the debit/prepaid card successfully processed before the last day of the 30-day period (e.g., If the NPWW was sent August 1<sup>st</sup>, the 1<sup>st</sup> payment must be made by August 30<sup>th</sup>.)
  - The compromise agreement the PCA sends must notify the borrower that: they are liable to repay the amount of any payment credited to the debt that is subsequently reversed (e.g., a TOP injured spouse claim) and that the borrower is required to withdraw any request for hearing that was filed
  - There are two types of compromises the borrower can agree to: (1) a lump sum (paid in one payment) or (2) installment (several payments over a 90-day period). The PCA must send the specific compromise agreement letters for the type the borrower agrees to (See 7.0 Appendix E-PCA letters: Compromise Agreement & Cover Letter.)
- Rehabilitation, Monthly Repayment Arrangements, and Consolidation:

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- Rehabilitation: If the borrower is eligible for rehabilitation of his/her loans, the PCA must request documents and calculate the payment amount by the guidelines for rehabilitation. (See2.0 – Rehabilitation.) When the PCA receives the completed financial information, the PCA must use the appropriate rehabilitation calculator to calculate the payment amount.
- Monthly Repayment Arrangement: Request the borrower submit two current pay stubs from all working members of household or the completed Financial Disclosure Form (enclosed with the NPWW) and documentation of all their family/household monthly expenses. Within two days of receiving the financial information, the PCA must use the AWG Financial Hardship Calculator (see Appendices) to determine the percentage of disposable income and the amount of the approved payment, based on the financial documentation received. This calculated payment amount under this plan for suspending AWG is not negotiable.
- Consolidation: The PCA must review and make sure the borrower is eligible for consolidation as outlined in Chapter 3, Consolidation, section 3.1.1 Eligibility. If the borrower is eligible then they will have to calculate the monthly payments as out lined in chapter 3 Consolidation, sections 3.1.3 and 3.2 and by using the AWG Financial Hardship Calculator. The PCA should request the borrower submit two current pay stubs from all working members of household or the completed Financial Disclosure Form (enclosed with the NPWW) and documentation of all their family/household monthly expenses. Within two days of receiving the financial information, the PCA must calculate both amounts. The borrower would be required to pay either the amount of the AWG Calculator (rounded up) or the amount calculated for consolidation, whichever amount is higher.

If the borrower agrees to enter into the program they must complete all the required application materials outlined in section 3.5.3, Preparing Application Material for Borrowers Signature and sign the Pre- Hearing AWG repayment agreement letter

#### For Rehabilitation, Monthly Payments and Consolidation:

- The PCA must tell the borrower how much time they have before the Order is expected to be sent and that they have to submit the requested financial documentation, agree to a payment amount, and make the 1<sup>st</sup> payment of the agreement by that date.
- Within three business days of calculating the payment amount, the PCA must attempt to call and notify the borrower of the payment amount. The PCA should contact the borrower immediately if the borrower has limited time before the Order is expected to go out.
- If the borrower does not agree to the monthly payment amount, offer recalculation as follows:
  - <u>Rehabilitation</u>: If the previous calculation was based on 15%, the borrower can submit the required documents for a FIS rehab.
  - <u>Monthly Repayment Arrangement:</u> If the previous calculation was based solely on the 2 pay stubs, advise the borrower they can submit the financial disclosure statement to possibly further reduce the payment.
  - If the borrower doesn't qualify for a recalculation or decides not to enter into a repayment arrangement: advise the borrower the garnishment process will continue and that they can submit a written request for a hearing in order to receive a hearing on any objection. Explain to the borrower the written hearing request must be received before the 30<sup>th</sup> day of the date the NPWW was sent in order for AWG to be suspended.
- If borrower agrees to the monthly payment amount, advise the borrower to read the agreement carefully and remind the borrower that (from above):

- \* To avoid the Order through voluntary repayment, the borrower must make the first payment within the 30-day period of the WG19. This will temporarily prevent the Order from going out.
- \* If a signed agreement is required, the borrower must sign and return it within 10 days from the date it was sent for the Order to remain suspended.
- \* The borrower must continue to make the payments timely until the voluntary repayment agreement is completed or the Order will go out.
- For the Monthly Repayment Arrangement agreement, see 7.0 Appendix E. For the Pre-Hearing Repayment Agreement with cover letter, and for the rehabilitation agreement letter, see 4.0 Appendix.
- If the borrower agrees to the monthly payment amount, monitor the account closely for the receipt of the payment and the signed Repayment Agreement.
  - \* If neither the signed Repayment Agreement nor the initial payment is received by the 10-day deadline, request notice to the borrower (WG10letter) that garnishment will proceed because of no receipt of agreement or payment. Ensure the account is properly tagged for validation of the Order (see the DMCS Private Collection Manual).
  - \* If only the initial payment is received by the 10-day deadline, but not the signed Repayment Agreement, make at least two attempts to telephone the borrower to warn them that they must return the signed Repayment Agreement within 7 days of the date of the telephone contact, or else garnishment will move forward. If by the 7-day deadline, the signed Repayment Agreement is still not received, no contact is made, and the borrower did not request a hearing, request notice to the borrower (WG08 letter) that garnishment will proceed because of no receipt of agreement. Ensure the account is properly tagged for validation of the Order (see the DMCS Private Collection Manual).
  - \* If only the signed Repayment Agreement is received by the 10-day deadline, but not the initial payment, make at least two attempts to telephone the borrower to warn them that they must submit the initial payment before the date the Order is expected to go out or within 7 business days of the date of the telephone contact, or else garnishment proceedings will continue. If the payment is not received by the deadline, request the notice to the borrower (WG06 letter) that garnishment will proceed because of no receipt of payment. Ensure the account is properly tagged for validation of the Order (see the DMCS Private Collection Manual).
- Suspend AWG: If the borrower makes the initial payment before the Order is sent, suspend the garnishment as instructed in the DMCS Private Collection Manual.
- SET UP BILLING: If the borrower returns both the signed agreement and the initial payment before the Order is sent, set up the voluntary repayment agreement
- Continue to monitor the account and:
  - \* If the borrower fails to make payments, remove the suspend AWG status. (See "Stopping and Reinitiating AWG" below.)
  - \* If the borrower completes one of the voluntary programs, stop the AWG
  - \* For further instructions on rehabilitations, see chapter 2.0 Rehabilitation section 2.5 "Wage Garnishment."

**Note:** If a borrower who either does not qualify or decides they do not want to pursue a repayment program in order to avoid garnishment but instead submits a Request for Hearing, the PCA must use the document provided by the borrower as their written request for the hearing as the document to determine the postmark

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date, not any of the documents provided for the repayment program option, even if they are using some of those documents for the hearing request.

#### 7.8 VALIDATION FOR SENDING A WAGE GARNISHMENT ORDER

All debts must pass validation criteria applied by an ETL nightly. Following the procedures described in "PCA Requirements Before Requesting AWG" and "Requesting AWG…" will help ensure debts pass the validation criteria.

Validation occurs at debt level.

## 7.8.1 Eligibility review for validation tag

Before an account can be validated it has to be reviewed for eligibility. If following conditions are met the debt(s) will be automatically be tagged with "bAWGFVal"). It is this tag that moves the account into the weekly validation ETL for the wage garnishment notices to be sent.

- 36 days have elapsed from the date the NPWW (WG19), Expired Reduced AWG payment (WG18) or Resume after suspended AWG (WG17) letter was issued
- 46 days have elapsed from the last payment due date and no payment was made
- 16 days have elapsed since the Unfavorable Hearing decision ruling
- 3 days have elapsed since Partial Hardship decision for reduce orders for withholding wages

A debt(s) will NOT be tagged for validation in the following conditions:

- Current ED balance (Prin + Int) less than \$25
- No Initiation (WG19) or Restart from FH (WG17) notice sent within 180 days
- Last system generated Welcome Letter (OP01) sent date less than 65 days
- Borrowers or Employers current address status is invalid
- Borrower employment verification date greater than 180 days
- Approved reduced voluntary payment (bSFRvw) date > 6 months
- No debt has the dAWGIP (AWG in progress) tag
- Voluntary payment received in the last 45 days

## 7.8.2 What happens when a validation is denied?

When a validation is denied, it is tagged bAWGFEV (failed Edit Validation) and rejected back to the PCA. The validation reject reason will be captured in the AWGDEBT info UDP. Accounts that fail validation will appear on the AWG Reject Review Work chain that the PCA will access on DMCS. Instructions for accessing a workchain can be found in the DMCS Private Collection Agency Manual, Accessing a workchain section) In order to resubmit a rejected account for validation the PCA must first correct the issue. Instructions for completing this can be found in the DMCS Private Collection Agency Manual, AWG Reject Review workchain section.

Common reasons for rejection:

 If an account was suspended due to a voluntary repayment agreement and the agreement has been broken, in order to resume the garnishment process, the WG19/WG18/WG17 notice must have been issued within 6 months of the request to resume garnishment process, and the appropriate WG-series notification issued to the borrower (if applicable).

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- If the validation was denied due to a missing or undeliverable Notice of Proposed Garnishment (NPWW): Once the address has been verified, the PCA must reinitiate AWG (instructions in section 7.6.1 of this chapter) which should generate a new NPWW.
- Validation of account(s) with pending or open compromise agreement(s) The PCA must not
  initiate AWG on accounts with open or pending compromise agreements. Therefore, the PCA
  must not initiate AWG until the due date of the compromise agreement passes, payment history
  verifies that the borrower has failed to make the required payment, and the PCA has issued the
  WG10 letter

## 7.8.3 What happens when a validation is approved?

Once the account has been approved through the FSA Validation, FSA will apply the approval AR Event which sets the bAWGGrn (AWG Garnish) tag. The daily AWG ETL runs looking for this garnishment tag

Once a week a process is run to pick up all of the accounts that passed the validation ETL and tag the account with bAWGNtc1 for the First Order of Withholding (Order) letter (WG15) to be sent to the employer. The final notice is sent (WG33) to inform the borrower that garnishment proceedings will begin.

If there is no response from the employer in 36 days regarding the 1<sup>st</sup> Garnishment Order, the system (ETL) will send the 2<sup>nd</sup> Garnishment Order notice to the employer (WG16) and tags acct bAWGNtc2.

7.8.4 When an account does not move through the validation process If the "bAWGFVal" tag is on the debt(s) and it has been 15 days since it was added or if the account has been reviewed and has met all validation requirements and none of the disqualifying conditions then a DMCS ticket needs to be opened (see chapter 20.0-DMCS Technical assistance instructions) asking them to review the accounts for why did not move through the validation process and request that they fix the issue so the order can be sent.

#### 7.9 GARNISHMENT ORDER SENT

The First Order of Withholding letter (WG15) that is sent to the employer directs them start taking 15% of the borrower's disposable wages out of his paycheck and send it to the Department of Education.

The employer may respond to the order in several ways. They may:

- 1) Begin withholding the borrower's wages and sending the funds to FSA. Great! This places the account into an active garnishment status. Ideally, the only remaining action on the account is to monitor it until it's paid in full.
- Return the Order with the reason why they are unable to comply with it. See section 7.10.1 #2,
   for legitimate reasons an employer does not comply:
- 3) Contact the PCA or FSA with questions on how to complete it

It is the PCA's responsibility to assist employers who have questions on the order and contact employers who have not already responded to the order.

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## 7.9.1 How to assist employers

Employers are not as familiar with an AWG order as compared to a judicial order, and as a result, they frequently ask the same or similar questions. The cooperation from employers has contributed and will continue to contribute to the significant results in this program.

How PCAs can handle inquiries from employer regarding the following?

| Inquiry  | Appropriate Response   |
|--|--|
| Can the employer assess a fee to the borrower for processing withholding order?                    | Employers are not allowed assess a fee for processing the order.   |
| Can the employer submit a monthly lump sum payment although the borrower is paid weekly/bi-weekly? | The employer may submit 1 payment per month provided the amount submitted is equivalent to the amount that would have been withheld per pay cycles combined. |
| Can we submit electronic payments?   | Unfortunately, at the present time we're unable<br>to receive electronic file transfers from<br>employers  |
| The Employer Demographic Data is incorrect and we're unable to enforce order.                      | Correct the Employer UDP and re-link the borrower records.   |
| The Borrower Demographic Data is incorrect and we're unable to enforce order.                      | Attempt to obtain from the employer what data is incorrect and obtain the correct information to fix the borrower records, and re-issue the order.           |
| Why does the amount reported on the order differ from the amount the borrower is reporting due?    | The order issued by ED, does not include the collection cost only the outstanding principal and interest as of the date of the order.                        |
| Can we obtain an updated employee balance?   | Yes, follow the procedures for requesting the WG21 Notice to be issued the employer.   |

**Note:** An employer is still a 3rd party and therefore should not be given any detail information regarding the borrower's debt or actions. The only questions the PCA should address with the employer are those that deal directly with the garnishment order.

ED will assist employers in understanding how to comply with procedural aspects of the AWG order, and provide limited guidance on legal matters. If the PCA is unable to assist with the employers questions then the employer can be referred to (404) 974- 9490, option 4.

#### 7.9.2 Contacting Employer for update on an unanswered Order

The PCA must allow employers 21 days from the date the 1<sup>st</sup> Order of Withholdi**n**g was sent to submit payment or respond prior to initiating contact.

Before contacting the employer the PCA should check:

- DMCS Financial Transactions window to see if a garnishment payment has been received—i.e.
   How much time has elapsed before WG16 is sent
- Check DMCS Historical Events to see if DRG has had any recent contact with the employer
- Check DMCS Images to see if the employer returned the "Employer Certification" as a response to the Order

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 Check PCA notepad for recent contact with the employer or the borrower that might explain why the garnishment has not begun.

If there is no evidence of payment, correspondence, or contact with the employer, then the PCA can contact the employer in an effort to determine if there is an issue that needs resolution.

When contacting the employer the PCA should always provide the best possible customer service and always remain polite.

Contact the listed employer's payroll, human resources or garnishment department:

- Re-verify employment status of borrower. If the borrower is not employed the garnishment must be stopped but if the borrower is employed;
- Verify the Order has been received and if it was not, follow the instructions outlined section 7.10.1 #1 &2. If it has;
- Determine the reason for non-compliance with the Withholding Order and depending on the answer follow the instructions in section 1.10.1 for that scenario.

Clearly document the DMCS Historical Events window with all communication with the employer. Specifically, document the name of the person contacted their position in the company, and the name of the CEO, CFO, Owner, or Agent of Record.

## 7.10 NON-COMPLIANT EMPLOYERS (NCE)

PCAs must regularly monitor AWG account for possible non-compliant employers (NCE).

NCE's are employers that failed to submit a payment on behalf of the borrower in 61days. If it has not already been determined why they are non-compliant, you must:

- Generate a monthly NCE Report either from DMCS or PCA system.
- Contact the listed employer's payroll, human resources or garnishment department and attempt to verify the status of borrower's employment, and reason for non-compliance with the Orders:
  - o re-verify employment status of borrower.
  - Verify the original orders had been received
  - Determine the reason for non-compliance with the Withholding Order and gather any information needed as outlined in the next section "How to resolve NCE accounts" for the reason for non-compliance.
- Clearly document the DMCS Historical Events window with all communication with the employer. Specifically, document the name of the person contacted their position in the company, and the name of the CEO, CFO, Owner, or Agent of Record.
- If unable to reach the employer by telephone, either fax or request WG20 letter to be sent to
  the employer to obtain the information wait 21 days from the date the letter was sent before
  moving to the next step, if the letter is returned or the employer confirms the borrower is still
  there, re-issue the withholding order (if they haven't already received it).

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- Make a determination on the next course of action based on the information obtained (see 7.10.1)
- All accounts must remain in NCE status. <u>DO NOT</u> remove these accounts or change their status, unless you received confirmation from the employer that the borrower is no longer employed. This information and the source <u>must be</u> documented on the <u>Historical Events screen</u>.

## 7.10.1 How to resolve NCE accounts

NCE account(s) normally fall within the below three categories. Determine which category they belong to and follow further the instructions below:

- 1. Acceptable reasons for non-compliance
  - a. Employer is <u>legally barred</u> from enforcement at this time, due to pre-existing order(s) in excess of 25%, active bankruptcy, tax levy, insufficient/low wages, leave of absence etc.:
    - PCA's are expected to determine and document the duration of any of the reasons the
      employer is legally barred from enforcing the order. This information is usually public
      court records and can be obtained from most payroll offices or by a review of court
      records available through the Internet in most States.
    - PCA's must monitor these accounts and attempt contact with the employer for an updated on the non-compliance reason at least once a year or sooner if an end date was given that ends before that year.
  - b. Employee not employed or terminated:
    - PCA's should obtain separation or termination date from employer and when possible request a fax confirmation. If the borrower was involuntarily terminated, AWG cannot be initiated for 12 months from date of termination. If the borrower was voluntarily terminated (resigned) AWG can be initiated upon locating new employer and the following A/R even needs to be created:

Action: ECRTRvw Result: AwGSUsP

- Complete the A/R event which will suspend the garnishment process and if new employer identified within (180) days it can be initiated without going through the validation process.
- c. Borrowers demographics or the employer demographics do not match employer data:
  - Employed but borrower demographics: Obtain the documentation required to correct the
    information (SSN,Name,Gender) and have DMCS updated. Once it is updated, resend the
    order to the employer. If you are unable to obtain the corrected information, you need to
    stop the garnishment.
  - Employer demographics: If the withholding order was not sent to the correct address, the FEIN was incorrect, wrong company name or division PCA should obtain the correct/updated demographics; update the employer UDP (see DMCS manual) and then resend the order via the EmployerInfo UDP screen.
- 2. For all of the categories, the PCA's must:
  - a. Document the DMCS Historical Events window with all employer communication.
  - b. Update DMCS based on the category the account falls under using the Action & Result.
  - c. Code (A/R) events for valid non-compliance reasons below:

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|  | DMCS        | DMCS        |
|--|-------------|-------------|
| Reason   | action code | result code |
| prior gar for amt >25%                                     | ECRTRvw     | LEx25Pct    |
| insufficient wage to withhold                              | ECRTRvw     | LEXINSWG    |
| not an employee  | ECRTRvw     | LEXNAE      |
| garnishing @ reduce amount due<br>to existing garnishments | ECRTRvw     | LEXREDG     |
| employee terminated  | ECRTRvw     | LEXTERM     |

- 3. If the employers never received proper service of the withholding order and address sent to was correct:
  - a. Re-send or fax the order to same address once you confirmed that it was correct.
  - b. Notify the employer that you will check back with them within 2 weeks from the date the new order was mailed to ensure they received it.
- 4. If the employer refuses to enforce the order
  - a. At this point the employers have been either contacted or they have attempted to reach them and it has been determined that they are refusing to comply with the order for reasons other than what legally bar them from enforcing it or that they are clearly avoiding contact (i.e. numerous calls w/promised call backs or no call backs, reissued and unanswered orders).
  - b. If the PCA is able to reach the employer than they must explain the regulations and consequences of continued non-compliance.(sect 34.29a) If an employer fails to comply with section 34.22 to withhold an appropriate amount from wages owed and payable to an employee, FSA may sue the employer for that amount).
  - c. Clearly document the DMCS Historical Events window with the employer and what was stated regarding refusing to comply with the order or number of attempts to reach and number of orders sent. Specifically, document the name of the person contacted their position in the company, and the name of the CEO, CFO, Owner, or Agent of Record.
  - d. PCA should begin to prepare the account for "NCE Request for Assistance from FSA. What this means is FSA may request the Office of General Counsel to litigate non-compliant employers. FSA will first attempt to contact employer in in order to get them to comply. If the employer does not comply then the following conditions:
    - The account balance or combine balances exceed \$3,500.00.
    - The employer has submitted no payment within the last 12 months.
    - Verify that the employer is subject to enforcement:
    - No employees of tribal reservation (at this time); No federal or military Employees; No merchant seamen; and No United Nations or World Bank employees
    - The borrower is a current employee of the company.
    - The employer acknowledged receipt of the Withholding Order.(if employer will not confirm or deny that they have received the order and it was not returned then it is assumed it was received)

- The employer's legal mailing address and officer have been identified and documented to the Historical Events screen.
- Check to see if the employer returned the Employer Certification Form (329C/D) and if there is any pertinent information why not complying or include as proof that employer is aware of requested garnishment
- If all the conditions are met and the PCA wants to request litigation against the employer they
  need to submit an eIMF, for "NCE Request for Assistance" and include the following
  documentation that supports the above conditions
  - Copy of the agency's notepad
  - Non-Compliance Employer(s) Referral Cover Sheet
  - AWG NCE Employer Referral Checklist (Part A and Part B) (See appendices.)
- e. The account balance or combine balances is less than \$3,500.00 or OGC has rejected the request for litigation, the PCA can stop AWG.
  - Document DMCS and notepad with reason for stop \*\*\*Employer non-compliant and not eligible for litigation due to balance.

If Borrower is eligible for litigation (see chapter 9.0-Litigation for requirements) they should be placed in that process

## 7.11 REQUEST FOR HEARING(RFH)

All borrowers subjected to AWG, have the opportunity to challenge the AWG order or have the garnishment payments stopped or reduced through a formal AWG hearing process. Hearings may be timely or untimely and can be conducted in writing, in-person, or telephonically.

PCAs must NOT require the borrower to use a specific form or specific language to request a hearing, but the hearing request MUST be made in writing.

Objection reasons for RFH:

- Financial Hardship
- Balance Dispute
- Currently in a voluntary repayment
- Bankruptcy, Death or Disability
- Administrative Discharge: school based, service cancellation, false certification, ability to benefit
- Third/Wrong Party or Wrong SSN
- Employed less than 12 months
- Other

#### 7.11.1 How is a Hearing is Received

Typically, request for hearing (RFH) documents are received in Greenville, TX, where they are imaged, and the AWG Borrower Information UDP is updated with 1) timely or untimely hearing, 2) post-mark date, and 3) the borrower's objection(s). The RFH will be moved into the PCA's AWG workchain. (Refer to the DMCS PCA Manual, AWG Hearings Review Workchain section for instructions on how to access this)

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The PCA will on occasion receive the RFH documents directly from the borrower in their daily correspondence (mail/fax/email) - Always check DMCS to see if the RFH was already received and processed by Maximus. If it was received there will be a tag "bAWGNwRq" and the documents should be imaged.

 If it is not already imaged and tagged the PCA must immediately forward the documents, along with the postmarked envelope through overnight express to the below address in order to get them into the workchain:

U.S. Department of Education
ATTN: Workflow
6201 Interstate 30 Highway
Greenville, TX 75402
\*\*\*Should not contain payments; must contain a manifest (found in 12.0-Appendix A)

indicating document/workflow type (AWG hearings)

Enter the A/R Event to apply the appropriate tag to note receipt of the hearing quest by the PCA.

Action=Comment
Result=Comment
Comment=\*\*\*AWG (THR or UHR) RFH POSTMARKED XX/XX/XXX RCVD ([Type of RFH request – WRITTEN, TELEPHONIC, IN-PERSON])
(THR=Timely Hearing Request or UHR=Untimely Hearing Request)

#### 7.11.2 Determining if a hearing is timely or untimely

It is important to make the correct determination on whether a hearing was returned timely or untimely because that will determine whether or not the borrower's garnishment order should be suspended while the hearings process is being completed. If it is timely it will be suspended if it is untimely the garnishment does not get suspended.

The postmark date is determined based on how it was received as described below:

- By mail:
  - Envelope: use the date the post office stamped receipt
  - No envelope or unable to determine envelop post mark: use PCA date stamp on the correspondence received.
- Fax: use the date the fax is stamped with receipt or the PCA date stamp on the fax if there is not a receipt date on it.
- Email: use the date the original email was received
- In-person: use the date of the PCA's Date stamp on the documents

If FSA does not tag an account as an RFH on a piece of correspondence received, reviewed and imaged from the borrower who is requesting an AWG Hearing and it is later identified as an RFH it should be worked based on the postmark date identified above. If the PCA identifies a hearing in this manner the DMCS Historical Events window should be noted as:

\*\*\*Corr imaged on (date) should have been tagged as a RFH; AWG (THR/UTH) RFH recvd; Postmark date is (date)

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#### TIMELY HEARING REQUEST:

If the borrower mails, faxes or emails the RFH, the PCA must consider a response timely if it is received by mail and postmarked within 36 days or received by fax, email or special delivery within 30 days of the date Notice of Proposed Wage Garnishment (WG19) was sent.

If the PCA receives a timely hearing request they must suspend AWG on DMCS by creating an AR Event using:

action code: AWGActv Result Code: AWGSusp Tag Created: bAWGSusp

#### **Timely Hearing Request Exceptions:**

If the borrowers meets the below exception standards the PCA may consider the hearing timely:

- If the hearing request is postmarked after the acceptable timeframe described under Timely
  Hearing requests above and the borrower or PCA provides proof that the PCA was informed of
  the new address prior to the Noticed of Proposed Wage Garnishment being sent, but the
  NPWW went to the wrong address;
- 2. The borrower provides proof that they were medically incapacitated when the NPWW was sent.
- If request for hearing was received timely (as described above) but it was not tagged by the PCA or FSA before the garnishment order was requested or sent

If the PCA receives a timely hearing request after DMCS issues a garnishment order, the PCA must stop the wage garnishment, see section 7.19, "Stopping and Re-Initiating AWG" for complete instructions. .

Use the below action/result codes to stop the garnishment:

**Important:** When Suspending or Stopping AWG and if the WG15 was scheduled and not sent, cancel it and all other AWG notices if they exist i.e., WG13, WG15, WG16, WG17, WG18, WG19, WG22, WG32, WG33 and RG02. When the ETL runs the WG30 will be scheduled and all AWG tags are removed.

#### **UNTIMELY HEARING REQUEST:**

The PCA must consider a response untimely if it postmarked 36 days after (if mailed) or received 30 days after (if faxed, emailed or delivered in person) the date Notice of Proposed Wage Garnishment (NPWW) was sent.

For untimely hearing requests, if a hearing decision has not been rendered within 60 days of receipt of the hearing request, the PCA must request garnishment be suspended. Otherwise, garnishment proceeds.

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If 180 days have passed since the date of the WG19 and, no garnishment order was issued to the employer, and there is a hearing decision made on an untimely hearing request, the PCA must NOT reinitiate and garnishment. Instead the PCA must reissue the NPWW letter (and the borrower has 36 days to request a timely hearing).

## 7.12 How to Work a Hearing Request

The PCA has 29 days of the date the hearing request is imaged into DMCS to complete the following steps in order to properly work new hearing requests.

- Access the Hearings Workchain as instructed in the PCA Participants Manual (for DMCS) OR (less common) If the PCA receives hearing request documents directly from the borrower, the PCA must immediately forward the documents through overnight express to the same address provided in step 9 below. The PCA should have retained copy of the RFH and can begin working the hearing even before it has been imaged on DMCS.
- 2. Go to the AWG Borrower Information UDP to examine the hearing request information and associated images to determine what type of objection(s) the borrower has requested the hearing for. There can be more than one objection listed.
- 3. Immediately send the borrower a copy of the promissory note, or request the Default Resolution Group to send the promissory note if not immediately available.
- 4. Review the hearings package to determine if the required documentation (found in the "Gather supporting Documentation for Hearings Package" section) for the borrowers hearing objection(s) were included. If any documentation is missing that is needed for FSA to evaluate the borrowers objection(s), the PCA should immediately send the Request for Documentation Letter (see 7.0 Appendix E). Enter a deadline date on the letter that is 10 days from the date the letter is being requested.
- 5. After sending the Request for Documentation Letter, the PCA may follow-up with the borrower by phone to advise the borrower of the missing documentation and the deadline. If the PCA chooses to follow-up by phone the PCA should attempt contact on three separate, non-consecutive days, at different times of day and using both home and work phone numbers.
- 6. For objections due to financial hardship, when the PCA receives complete financial information, the PCA must complete the AWG Hardship Calculator, instructions can be found in 7.0 Appendix A).
- 7. Once all required documentation is received, if there is a cease and desist on file and the PCA cannot obtain all the required documentation, or if it is 15 days after the Request for Documentation Letter was sent and not all of the required documentation was submitted, the PCA must prepare the RFH package for submission. The AWG RFH Cover Sheet (see 7.0 Appendix D) any RFH supporting documentation, the completed AWG Financial Hardship Calculator (if applicable), copies of the promissory notes, and copies of PCA system contact records are needed for the RFH package submission to FSA.

#### How to prepare the AWG RFH Coversheet("Coversheet"):

All of the fields on the AWG RFH Coversheet must be completed. Below is a description what information is being requested of the PCAs to update the fields on this form.

- Agency Name & Code: self explanatory
- Agency Contact Phone #: self explanatory
- ➤ Date RFH received: This is the date of when actual request from the borrower for a hearing was received, which might be different that the date some of the documentation for the hearing was received. You would use the date it was "date stamped" by the PCA. In some instances this may also be the Postmark date, but not in ALL instances.

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- Date(s) additional documents received: These are the dates of the documents needed for the RFH that were received AFTER the RFH was received
- Postmark Date: This is the date that the PCA will use when the borrowers request for hearing was received based on the description in section 7.11.2 on how to determine a postmark date.
- Date RFH sent for Imaging: Date the PCA sent the RFH package to Greenville for imaging
- > THR/UTH: Circle whether the hearing was identified as timely or untimely based on the number of days since the NPWW was sent as described in section 7.11.2
- ➤ Is this a THR under the exception rule: Did the PCA identify that there should have been a timely hearing request filed in a manner described in section 7.11.2 under Timely Hearing Exception Requests, circle yes or no.
- Borrower Name: self explanatory
- Borrower Number: self explanatory
- > Type of RFH: Check off how the borrower requested their hearing review. If the borrower did not indicate how they wanted their hearing, check off "Written Record".
- ➤ Check All Objection(s) identified: The PCA would check each hearing objection the borrower claimed in their RFH. There could be more than one.
- Check All Enclosed Documents received for RFH review: check off all fo the documents that the PCA received and is including in the RFH package being sent for imaging
- Date(s) letters sent and/or spoke with borrower regarding additional documentation needed: Provide the date(s) of all letters sent to the borrower requesting additional documentation and provide all of the dates the PCA made contact or attempted contact with the borrower by telephone. Indicate next to each date if it was a letter, a left message or borrower contact.
- 8. Update DMCS with all contact attempts and/or date of cease and desist.
- 9. The PCA must send the RFH package to the Default Resolution Group for Internal Review by overnight express mail of the RFH package to:

U.S. Department of Education

ATTN: Workflow

6201 Interstate 30 Highway

Greenville, TX 75402

\*\*\*Should not contain payments; must contain a manifest indicating document/workflow type (AWG hearings)

10. Annotate the DMCS Historical Events window that the RFH package was forwarded to Maximus:

Action=Comment

Result=Comment

Comment=\*\*\*FWD RFH PACKAGE TO MAXIMUS FOR IMAGING

11. Once the PCA verified that the RFH has been imaged on DMCS and has completed all other required actions, an A/R Event should be entered, to request Internal Review (by the Default Resolution Group) of the RFH. This is how DRG identifies what accounts the PCAs have completed the hearings package on and sent to them for review and draft of response.

Action=PCARvw

Result=MVINTRvw

Comment=[Describe the outcome of AWG hardship calculator, objections, any missing documentation, and any other relevant information.

12. The documents should be imaged within 5 business days of receipt of package. If they haven't been imaged by the 6<sup>th</sup> business day, check the package tracking to see if it was delivered and signed for timely at the correct above address. If the package was received timely email the CO's and CORs with the tracking #, vendor used, the date the package was delivered and that it was documents sent for "archive" imaging.

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#### 7.13 GATHER SUPPORTING DOCUMENTATION FOR HEARINGS PACKAGE

If the borrower hasn't supplied all of the required information or documentation in their initial request for Hearing received, the PCA must attempt to gather the supporting documentation and information necessary for FSA to evaluate the borrower's objections to the validity or enforceability of the debt or garnishment order. Unless otherwise noted below, the PCA must attempt to contact the borrower to gather any supporting documentation and include the supporting documentation and information obtained in the RFH package sent to Maximus for imaging, as described in the "How to Work a Hearing Request" section of this chapter.

## 7.13.1 Financial Hardship Objection

| Criteria      | A financial hardship objection is when the borrower claims that the garnishment of   |
|---------------|--|
|               | 15 percent of his or her disposable pay would create an extreme financial hardship   |
|               | for the borrower and his or her dependents.  |
|               | The borrower needs to provide financial documentation of income and expenses   |
|               | as proof supporting their claim.   |
|               | With this documentation the AWG Hardship Calculator will be run  |
|               | (instructions in 7.0-Appendix A) to determine the validity of the hardship   |
| Obtaining     | To prepare a preliminary evaluation of a hardship claim, the PCA must gather the   |
| Documentation | financial information described on the U.S. Department of Education Financial  |
|               | Disclosure Statement (FDS) that is included in the NPWW (Appendix F) as an   |
|               | attachment to the Request for Hearing Form (RFH).  |
|               | Below are the guidelines the PCA must follow pertaining to gathering   |
|               | documentation for income and expenses for a Financial Hardship claim.  |
|               |  |
|               | 1) Based on the following guidelines, determine who the responsible parties are  |
|               | in addition to the borrower, that you will need to gather income and expense   |
|               | documentation from in order to complete the objection request:   |
|               | <ul> <li>Only consider an individual the borrower's "spouse" if the borrower is<br/>married to that individual.</li> </ul> |
|               | b. Consider as dependents, all individuals claimed as such on tax returns,   |
|               | regardless of whether the dependents are claimed by the spouse or  |
|               | the borrower. (Dependent is defined in Section 152 of the Internal   |
|               | Revenue Code (26 U.S. Code § 152))   |
|               | c. If the borrower has a "life-partner," or there are other adults living  |
|               | with them and contributing to the household, the PCA may use both  |
|               | the income and expenses pertaining to the "life partner" or other  |
|               | adult, only if the borrower readily provides complete income   |
|               | information. If the borrower is reluctant to provide complete income   |
|               | information for these individuals, it is not required.   |
|               | 2) Gather the following income documentation of the responsible individuals as described above in #1:                      |
|               | a. The last two consecutive current pay stubs or earning statements for all  |
|               | members of their household with income and frequency of income   |
|               | (monthly, bi-monthly, weekly, bi-weekly); and  |
|               | b. documentation of all other income: (child support, welfare, social  |

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security, rental property income, stocks, bonds, etc.)

- 3) Gather the allowable basic **monthly** household living expense documentation of the responsible individuals described above in #1:
  - Shelter expenses: rental/mortgage payment or lease, insurance and maintenance bills/receipts.
  - Household expenses: food, housekeeping supplies, clothing & cleaning,
     & personal care services bills/receipts;
  - Utilities expenses: gas, electric, phone, water, sewer, trash, basic telephone, other bills;
  - Medical expenses not deducted from paychecks: insurance premiums, co-payments bill payments and other bill/receipts;
  - Transportation expenses: auto payment, auto insurance, gas and oil and parking bills and receipts for each automobile being claimed.
     Public transportation bills/receipts;
  - Child care expenses: child care, child support, other bills, court orders, contracts or Declaration of Caregiver Services form.
  - Other Expenses: a list of other required insurance, student loans IRS payments, other garnishments/levy's etc. and description along with bills/receipts.

The PCA must **NOT** include credit card bills, credit card payments, timeshares, and other costs as basic living expenses, that are allowed for under the National Standards, unless the borrower explains special needs in the household for these costs, and shows that the excess cost is reasonable and necessary

## AWG Calculator Outcomes

PCA must enter the financial information gathered into the AWG Hardship Calculator and interpret the calculator results.

Each outcome rests on the documentation provided by the borrower as proof of why their expenses exceed the national average amounts. If the borrower submits an explanatory statement showing a particular need or justification on why that expense exceeds the national average and that explanation is accepted, a different outcome may be appropriate.

- Monthly amount FSA could garnish is equal to or exceeds 15% of the disposable income: This means that the documentation provided is not showing a financial hardship and the garnishment would continue at the full 15% of disposable income.
  - If the hearing request is timely the borrower can still avoid garnishment by establishing a voluntary repayment agreement at 15% or the amount determined based on the requirements of that program in conjunction with AWG requirements. If the hearing request is untimely the borrowers wages will be garnished or continue to be garnished at the rate of 15%.
- 2. Monthly amount FSA could garnish is less than the 15% disposable income:
  - This means that the documentation provided is showing a partial hardship that is less than 15% but more than 0% of the disposable pay.
     The borrower's garnishment order would be reduced.
  - If hearing request filed timely, borrower may still avoid garnishment by

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| establishing voluntary repayment agreement at reduced rate, or the       |
|--|
| amount determined based on the requirements of that program in           |
| conjunction with AWG requirements. If hearing request untimely,          |
| borrower's wages will be garnished or continue to be garnished, but rate |
| of withholding will be reduced rate as determined.                       |
| nthly amount FSA could garnish is \$0: This means that the documentation |
| olied shows that the borrower has a full hardship and cannot afford any  |
|  |

- 3. Monthly amount FSA could garnish is \$0: This means that the documentation supplied shows that the borrower has a full hardship and cannot afford any amount being garnished from their disposable pay. The borrower will not be subject to garnishment for 6 months. The borrower's financial circumstances will be reevaluated at six (6) month intervals. Borrower may still enter voluntary repayment.
  - If hearing request filed timely, no garnishment order will be issued. If the hearing request was untimely and the garnishment order already issued, order will be cancelled.

The PCA must send the preliminary evaluation of financial hardship with the RFH package to Maximus for imaging and request Internal Review by the Default Resolution Group, as described in the "How to Work a Hearings Request" section of this chapter.

Do

## 7.13.2 Balance Dispute Objections

DO update DMCS with all contact attempts.

| Criteria                   | A balance dispute is any objection raised that challenges the validity of the amount to be  |  |  |
|----------------------------|---|--|--|
|                            | recovered, Examples of balance dispute objections are:  |  |  |
|                            | the loan was previously paid or settled in full   |  |  |
|                            | <ul> <li>the loan is currently in repayment or the borrower has established a valid<br/>repayment agreement</li> </ul>  |  |  |
|                            | <ul> <li>the amount due on the loan is incorrect because not all payments had been applied</li> </ul>   |  |  |
| Obtaining<br>Documentation | To prepare a preliminary evaluation of a balance dispute objection, the PCA must gather the following documentation for the type of balance claim:                                      |  |  |
|                            | Previously paid in full/compromised or missing/unapplied credit of payment(s):  |  |  |
|                            | Front and back of any missing payments and trace money orders   |  |  |
|                            | If borrower cannot supply, ask for a written statement of when and to whom they made the payment(s). They could also include any written proof from the entity that payment was made to |  |  |
|                            | Currently in repayment with PCA:  |  |  |
|                            | Record of an agreement on DMCS or the PCA's system.   |  |  |
|                            | Currently in a voluntary repayment agreement already reached:   |  |  |
|                            | Proof from the party with whom the agreement was made that shows:   |  |  |
|                            | They are the same accounts the PCA has been assigned  |  |  |
|                            | Account status  |  |  |
|                            | <ul> <li>Holder of account</li> </ul>   |  |  |
|                            | <ul> <li>Type of loan/account</li> </ul>  |  |  |
|                            | The repayment agreement letter  |  |  |
| Don't                      | DON'T comment on the legitimacy of the borrower's objections.   |  |  |

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DON'T negotiate account repayment if the borrower objects to the validity of the debt (claims it should be discharged or was previously paid).

# 7.13.3 Bankruptcy, Death or Disability Objections

| Criteria                   | A claim of bankruptcy, death or disability needs to be addressed through the hearing and individually as described in Chapter 17.0 - ACCOUNT RETURNS, ADMINISTRATIVE RESOLUTIONS, AND BANKRUPTCY.   |
|----------------------------|---|
| Obtaining<br>Documentation | There is limited documentation that the person reviewing the hearing can obtain. The important steps are to notify the correct PCA employee/ department who handles this type of claim on a daily basis to ensure it is handled correctly and follow up with that person/department for the outcome that will be sent in the RFH package as described in the "How to Work a Hearing Request" section of this chapter.  • Bankruptcy: Forward to the appropriate PCA employee and track the results for and outcome. Supply FSA with the/outcome results.  • Disability: follow PCA internal instructions for disability and track results of the claim and supply FSA with the outcome.  • Death: attempt to obtain a copy of the official Death certificate forward to the department the PCA has chosen internally to handle these claims on a day to day basis, track the results and supply FSA with the outcome  *Any documentation for the above that is received from the PCA employee should be included in the RFH Package |
| Don't                      | DON'T comment on the legitimacy of the borrower's objections.  DON'T negotiate account repayment  |

# 7.13.4 Administrative Discharge Objections

| Criteria                   | An administrative discharge is any objection raised that is school based as described in chapter 16.0 Administrative Discharge that challenges the validity of the ability to collect the debt in full or in part. Examples of administrative discharge objections are:  • School closure  • False certification: Ability to Benefit/Disqualifying Status/Unauthorized Signature/Payment  |
|----------------------------|---|
|                            | <ul> <li>Unpaid Refund</li> <li>Borrower Defense</li> <li>Service Cancellation</li> </ul>   |
| Obtaining<br>Documentation | To prepare a preliminary evaluation of an administrative discharge objection, the PCA must gather the following documentation for the type of claim:  |
|                            | School Closure:  Completed School Discharge application  Statement from the borrower on the school they attended and whether it closed during attendance or within 120 after withdrawal  Supply the front and back of any missing payments and trace money orders  False Certification:  Ability to Reposit did not have a high school diploma or GED; diploma or GED; working the school diploma or GED; dip |
|                            | <ul> <li>Ability to Benefit-did not have a high school diploma or GED; diploma or GED was required for that program, or was not tested for ability to benefit:</li> <li>Completed discharge application for Ability to benefit</li> </ul>   |

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|       | <ul> <li>Proof required as outlined in the application</li> </ul>  |
|-------|--|
|       | <ul> <li>Disqualifying Status-did not meet state legal requirement for employment in the<br/>occupation for which the program of study was intended because of age, a</li> </ul> |
|       | physical or mental condition, a criminal record or other reason  |
|       | <ul> <li>Completed discharge application for Disqualifying Status</li> </ul>   |
|       | <ul> <li>Proof of the type of disqualifying status that was claimed</li> </ul>   |
|       | <ul> <li>Unauthorized Signature/Payment – borrower disputes the signature on the</li> </ul>  |
|       | promissory note or disbursement check for the loan or assets fraud has taken   |
|       | place  |
|       | <ul> <li>Completed discharge application for Unauthorized Signature/Payment</li> </ul>   |
|       | <ul> <li>Proof of signature is required as outlined on page 2 of the application</li> </ul>  |
|       | <u>Unpaid Refund</u> - borrower attended school but for less than the full term for which the  |
|       | loan was borrowed  |
|       | <ul> <li>Completed discharge application for Unpaid refund</li> </ul>  |
|       | <ul> <li>Proof required as outlined in the application</li> </ul>  |
|       | <ul> <li>Loan has to have been made on or after 1/1/1986 for the above 3 claims</li> </ul>   |
|       | Borrower Defense-partial or full discharge if school attended did things or failed to do   |
|       | things that would amount to fraud or otherwise justify a legal action against the school   |
|       | under applicable state laws  |
|       | Service Cancellation-teacher service   |
|       | Must be a Federal Perkins Loan Program(NDSL)   |
| Don't | DON'T comment on the legitimacy of the borrower's objections.  |
|       | DON'T negotiate account repayment if the borrower objects to the validity of the debt  |
|       | (claims it should be discharged or was previously paid).   |

## 7.13.5 Employed Less than 12 months Objections

| Criteria                   | In order to be eligible for the objection, the borrower must be employed at less than 12 months and terminated from their previous employer (if they voluntarily resigned from their previous position they are not eligible), is making less than 30 times the federal minimum wage or if the borrower is not an employee of the company.   |
|----------------------------|--|
| Obtaining<br>Documentation | To prepare a preliminary evaluation of an employed for less than 12 months and they were terminated from previous employer, under-employed or unemployed, the PCA must gather the following information and/or documentation for the type claim:   |
|                            | <ul> <li>Less than 12 months:</li> <li>Proof of hire date</li> <li>Proof of involuntary separation from previous employer</li> <li>If above 2 are not obtain from borrower, call the employer and verify date employed. If less than 12 months call the previous employer and determine if terminated or resigned.</li> <li>Under-employed or unemployed:</li> <li>Request copy of termination notice</li> <li>Request letter from Unemployment Office Verifying status.</li> <li>At least the last 2 current pay stubs or a letter from the employer certifying the hourly amount and number of hours</li> <li>Call the employer, and verify date unemployed, and determine if terminated or resigned or rate of pay and number of hours the borrower works. Verbal confirmation is acceptable but you should also obtain the name and title of person</li> </ul> |

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|               | you are speaking with  |
|---------------|--|
| Outcome - How | PCA verified that borrower is employed less than 12 months after involuntarily separated |
| to handle     | Enter the following A/R Event:   |
| employment    | Action Code: ECRTRvw   |
| duration      | Result Code: bAWGLex   |
| information   | Stop AWG   |
|               | Request the stop order (WG30 letter).  |
|               | Attempt to negotiate voluntary repayments once the order is stopped                      |
|               | PCA verifies that borrower is unemployed:  |
|               | Stop AWG   |
|               | Submit cancellation of hearing notice to FSA   |
|               | Attempt to negotiate voluntary repayment   |
|               | PCA verifies that information submitted by borrower is false,                            |
|               | or borrower fails to return documentation  |
|               | The PCA must send the RFH package to Maximus for imaging and request Internal            |
|               | Review by the Default Resolution Group, as described in the "How to Work a               |
|               | Hearings Request" section of this chapter.   |
| Don't         | DON'T comment on the legitimacy of the borrower's objections.                            |

# 7.13.6 Third party/wrong person or incorrect Social Security Number objections

| Criteria      | In order to be eligible for the objection being claimed, the borrower or third party must submit proof that the SSN used for the garnishment order is not theirs or that it is their |
|---------------|--|
| 020 0000      | SSN but they are not the borrower.   |
| Obtaining     | To prepare a preliminary evaluation of third party/wrong person or incorrect SSN, the PC   |
| Documentation | must gather the following documentation for the type claim:  |
|               | Third party/wrong person:  |
|               | Request copy of driver's license   |
|               | Birth Certificate  |
|               | Social Security Card   |
|               | Request credit bureau check  |
|               | Attempt to contact by phone to obtain information.   |
|               | Incorrect SSN and doesn't owe the debt:  |
|               | Copy of Social Security Card   |
|               | Request credit bureau check  |
|               | Attempt to contact by phone to obtain information.   |
|               | <ul> <li>If the garnishment order (WG15) letter has been sent, contact the employer to<br/>verify they have an employee with the same name and social security number.</li> </ul>    |
| Don't         | DON'T comment on the legitimacy of the borrower's objections.  |
|               | DON'T negotiate account repayment  |

# 7.13.7 Not enforceable for "Other" reasons objection

| Criteria      | This is when the borrower believes this debt is not enforceable for other reasons than what is listed on the RFH. |
|---------------|---|
| Obtaining     | The borrower must provide documentation to substantiate their objection.  |
| Documentation | <ul> <li>make at least 2 attempts to reach borrower at work and home to request</li> </ul>                        |

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|       | supporting documents for their claim.  |
|-------|--|
| Don't | DON'T comment on the legitimacy of the borrower's objections.                            |
|       | DON'T negotiate account repayment unless the objection is identified as one where it can |
|       | be negotiated  |

## 7.13.8 Hearing request with no specific objection stated

| Criteria                   | In this situation it is basically a fact seeking mission to identify if the borrower is actually claiming one of the above objections or an objection that is outside of the ones listed on the RFH form. If it is identified that it is one of the above described objections then you would handle the hearing request as described for that type of claim.   |
|----------------------------|---|
| Obtaining<br>Documentation | <ul> <li>If no cease and desist make at least 2 attempts to reach borrower at work and home to discover objection, and request supporting documents.</li> <li>Review the PCA and DMCS systems to try to identify issue.</li> <li>Attempt to negotiate account repayment, handle as a hardship claim, or cancel hearing if borrower agrees to voluntary repayment at 15% see section for specifics on how to handle a voluntary repayment or financial hardship</li> </ul> |
| Don't                      | DON'T comment on the legitimacy of the borrower's objections.  DON'T negotiate account repayment unless the objection is identified as one where it car be negotiated   |

## 7.14 Request for voluntary repayment when a Hearing Objections is filed

In some instances a borrower can still arrange a voluntary repayment if they have filed a Request for Hearing:

If the borrower submitted a hearing request with objections based on bankruptcy, administrative discharge or disability DO NOT attempt to negotiate repayment. Handle the hearing request as described in the "Gathering Supporting Documentation for Hearings Package" section If the borrower submitted a hearing request with the objection of financial hardship, balance dispute, garnishment amount or employed less than 12 months the PCA can negotiate repayment. The PCA should handle the hearing request separately from the repayment negotiation and continue to obtain necessary documentation for the hearing requested, as described in Gathering Supporting Documentation for Hearings Package" section.

- 1. If the borrower wishes to enter into a voluntary repayment they must be notified that
  - the agreement will cancel out the Hearing request.
  - if the hearing was "timely" AWG will be suspended but if the hearing request was "untimely" the payments for the arrangement will be on top of the garnishment.
- 2. Once the borrower has entered a voluntary repayment agreement, the PCA must follow the instructions in section 7.12 How to Work a Hearings Requests, #9-11. The only change would be in #11, the comment should state: BORROWER ENTERED INTO VOLUNTARY REPAYMENT CANCEL HEARING. This will prompt a request to the Default Resolution Group to draft a letter to notify the borrower that the hearing was cancelled.

Update AWG UDP, field "Hearing Canceled Date" with the date the A/R event was completed.

3. If the PCA cannot or will not be able to successfully negotiate a voluntary repayment agreement within 29 days of the date the request for hearing was received the PCA must follow the instructions in section 7.12 How to Work a Hearings Requests, #9-11. The only change would be in #11, the

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comment should still describe the outcome of the hearing type but it should also include at the end, "UNABLE TO NEGOTIATE VPY"

- 4. The borrower has the following repayment options:
  - Lump Sum Balance in Full (BIF): Borrower should make payment before the hearing is completed in order to cancel the hearing, but even if the BIF comes in after the hearing is completed, the payment will still stop the garnishment.
  - Compromise, a.k.a., Settlement in Full (SIF): The PCA may agree to a compromise (accept a lesser amount than BIF) according to the requirements in 4.0 – COMPROMISES AND REPAYMENT SCHEDULES.
    - If you have reached a compromise agreement the hearing would only be canceled if the full compromise amount was posted before the 29<sup>th</sup> day of the date the request for hearing was received.
    - The compromise agreement the PCA sends must notify the borrower that: they are liable to repay the amount of any payment credited to the debt that is subsequently reversed (e.g., a TOP injured spouse claim) and that the borrower is required to withdraw any request for hearing that was filed
    - There are two types of compromises the borrower can agree to: (1) a lump sum (paid in one payment) or (2) installment (several payments over a 90-day period). The PCA must send the specific compromise agreement letters for the type the borrower agrees to (See 7.0 Appendix E-PCA letters: Compromise Agreement & Cover Letter.)
  - Rehabilitation, Monthly Repayment Arrangements and Consolidation:
     Call the borrower and explain what options are available and determine if they are eligible for the option they would like to pursue. The borrower has seven days from the date of that phone call to submit the completed financial documentation for the repayment option they are choosing.
    - If the requested financial information is not received within seven days from the date of the telephone call, the hearing process will continue and the PCA should request the WG03 letter.
    - If the complete financial information is received timely, the PCA has 2 business days to complete the payment calculation based on the type of repayment option the borrower is requesting.
    - Below is a description of the financial information required for each option available and how to calculate the monthly payment amount:
      - Rehabilitation: Make sure the borrowers debt(s) are eligible and if they are the PCA must request documents and calculate the payment amount by the guidelines for rehabilitation. See chapter 2.0 Rehabilitation for eligibility, document requirements and calculators needed for determining the monthly payment amount.
      - Monthly Repayment Arrangement: Any borrower is eligible for this repayment option. Request the borrower submit two current pay stubs from all working members of household or the completed Financial Disclosure Form that came with the NPWW (see 7.0-Appendix F) and documentation of all their family/household monthly expenses. the PCA must use the AWG Financial Hardship Calculator (see 7.0-Appendix A) to determine the percentage of disposable income and the amount of the approved payment, based on the financial documentation received. This calculated payment amount under this plan is not negotiable.
      - Consolidation: This option is only available for borrowers who have filed "timely" hearing requests. The PCA must review and make sure the borrower is eligible for

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consolidation as outlined in Chapter 3.0-Consolidation, section 3.1.1 Eligibility. The PCA should request the borrower submit two current pay stubs from all working members of household or the completed Financial Disclosure Form enclosed with the NPWW (see 7.0-Appendix F) and documentation of all their family/household monthly expenses. The PCA will have to calculate the monthly payments on 2 calculators, the first is as out lined in chapter 3.0-Consolidation, sections 3.1.3 and 3.2 and the second is by using the AWG Financial Hardship Calculator (7.0-Appendix A). The borrower would be required to pay either the amount of the AWG Calculator (rounded up) or the amount calculated for consolidation, whichever amount is higher.

- If the borrower agrees to enter into the program they must complete all the required application materials outlined in section 3.5.3, Preparing Application Material for Borrowers Signature and sign the Pre- Hearing AWG repayment agreement letter
- Call to notify borrower of payment amount
   Within three business days of calculating the monthly payment amount, attempt to call the
   borrower and inform him/her of outcome.
  - If the borrower refuses to pay the amount calculated, the PCA should inform the borrower the original hearing request will continue.
  - If borrower agrees to pay the amount calculated, advise the borrower that they must signed and
    returned a repayment agreement letter, along with the first required payment within the next
    10 days (beginning on the date the agreement is mailed to the borrower). Remind the
    borrower to read the Agreement carefully, but do not attempt to explain the terms by
    telephone.
  - Mail the Pre-Hearing Repayment Agreement with cover letter (see 7.0 Appendix E) or the Rehabilitation Agreement letter (see 4.0 - Appendix) depending on the repayment option the borrower agreed to.
  - The borrower must continue to make the payments timely until the voluntary repayment agreement is completed or the Order will go out.
- 6. Monitor the account closely for the receipt of the payment and the signed Repayment Agreement.
  - If neither the signed Repayment Agreement nor the initial payment is received by the 10-day deadline, ensure the account is properly tagged for validation of the Order (see the DMCS Private Collection Manual).
  - If only the initial payment is received by the 10-day deadline, but not the signed Repayment Agreement, make at least two attempts to telephone the borrower to notify them that they must return the signed Repayment Agreement within 7 business days of the date of the telephone contact or if no contact is made request notice to the borrower that they have 7 business days of the date of the letter (WG09) to return the agreement or the garnishment will proceed. If the repayment agreement letter is not returned by the deadline, ensure the account is properly tagged for validation of the Order (see the DMCS Private Collection Manual).
  - If only the signed Repayment Agreement is received by the 10-day deadline, but not the initial payment, make at least two attempts to telephone the borrower to warn them that they must submit the initial payment within 7 business days of the date of the telephone contact or if no contact is made request notice to the borrower that they have 7 business days of the date of the letter (WG07) to submit the payment or the garnishment proceedings will continue. If the

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- payment is not received by the deadline, ensure the account is properly tagged for validation of the Order (see the DMCS Private Collection Manual).
- If the borrower returns both the signed Agreement and the appropriate payment by the
  deadline(s), set up billing for the voluntary repayment agreement and if the hearing was timely
  suspend AWG as instructed in the PCA Participants Manual (for DMCS).
- 7. If the borrower fails to make payments at any time during the repayment, the PCA must remove the suspend AWG status. (See "Stopping and Reinitiating AWG" below.) to reinitiate AWG due to failure to comply with the agreement.

### 7.15 HEARING PROCESS

### 7.15.1 What is an AWG Hearing?

In an AWG hearing, a hearing official considers any argument and evidence regarding an objection by a borrower to enforcement by garnishment of a debt held by the Department.

A hearing may be a:

- a. <u>written records hearing (a.k.a. "paper hearing")</u> conducted by a review of written materials and other records ;
- b. <u>oral hearing by telephone (a.k.a. "telephone hearing")</u> conducted by considering both written materials and records with testimony presented by telephone; or
- c. <u>in-person hearing</u> conducted by considering both written materials and records with testimony presented in person

The decision of the hearing official in an AWG hearing is the decision of the Secretary, and is the final action of the Department for purposes of judicial review

### 7.15.2 Grounds for requesting a hearing

The borrower is entitled to receive a telephone, in-person, or written hearing within 60 days of receipt of the first request for hearing by FSA, or the garnishment order must be stopped until a decision has been rendered. All in-person hearings are held at one of the three regional offices: Atlanta, Chicago, or San Francisco; the borrower is responsible for the cost of attending and of any witnesses to attend on their behalf.

### 7.15.3 Impact of prior hearing decisions

Prior AWG-related actions may affect the current hearing process. If FSA made an AWG decision after March 21, 2003 that includes a finding or ruling that a particular debt was past-due, valid and enforceable in a particular amount, any future challenge to that finding is a "request for reconsideration," no matter what the borrower calls the objection or what form the objection takes. See "Reconsiderations" below.

To ensure fairness, the reconsideration limit is to be applied only if the prior decision was issued after March 21, 2003 and contained the explanation on the scope of future challenges being limited to reconsideration.

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### 7.15.4 Impact of prior voluntary repayment agreements

Agreements after the Notice of Proposed Wage Garnishment – In most cases, when a borrower agrees to a voluntary repayment after the Notice of Proposed Wage Garnishment is issued, he or she withdraws any pending hearing request and agrees that FSA may order garnishment immediately, if he or she fails to honor the repayment agreement. If the borrower requests a hearing in response to the notice of garnishment issued for failing to honor a voluntary repayment agreement, the PCA must consider it an untimely hearing request.

#### 7.15.5 Reconsideration

Reconsideration is the review of an issued AWG decision. The borrower can obtain judicial review of an AWG decision, but FSA has no formal procedure for appeal of the Hearing Official's decision. However, the borrower can request FSA to reconsider – and change – that decision, based on changed financial circumstances or new evidence that demonstrates that FSA should reconsider an objection the existence, amount, or enforceability of the debt. The PCA must not require a particular form for requesting reconsideration. The borrower present what is in fact a request for reconsideration as a request for a hearing.

If the PCA suspects that the borrower is requesting a reconsideration, the PCA must continue to process the request as request for a hearing; the hearing official will determine whether it is a request for reconsideration. However, the PCA may request the borrower to submit new evidence in support of his/her objections.

If the borrower has already received a hearing decision and then makes a request, based on financial hardship, for reconsideration of that decision to garnish, FSA may reconsider if the borrower shows by evidence presented with the reconsideration request that the borrower's financial circumstances have "materially changed since we issued the decision."

FSA does not suspend or delay issuance of a garnishment order when the borrower requests reconsideration or submits a subsequent Request for Hearing on a debt. However, FSA immediately processes claims of current bankruptcy filing or bankruptcy discharge at any time, and also gives priority to claims of disability and financial hardship based on under-employment (making less than 30 times the federal minimum wage.)

#### 7.16 POST-HEARING VOLUNTARY REPAYMENTS

Borrowers can make repayment arrangements with the PCA once the hearing is completed and a decision is made. If the hearing was timely and they still wish to avoid the garnishment order from going out they have 15 days from the date of the hearing decision letter to ensure all the below required steps are met. If the hearing was untimely, then the arrangements would be on top of the garnishment.

If the borrower makes the 1<sup>st</sup> payment and returns the signed agreement by the 15<sup>th</sup> day of date on the hearing decision, you can suspend the garnishment order from going out by updating the billing information in DMCS.

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### 7.16.1 Hearing decision denied, no hardship claim

This is when he borrower had a hearing on something other than hardship and the claim was denied. In this scenario the borrower needs to supply financial documentation for monthly repayment options.

### REQUEST AND PROCESS FINANCIAL INFO

When the borrower contacts the PCA to arrange voluntary payments, advise what is required for repayment options:

- Lump Sum Balance in Full (BIF): If the hearing was timely and the borrower wishes to avoid the garnishment, the borrower must make the payment before the Order goes out.
- Compromise, a.k.a., Settlement in Full (SIF): The PCA may agree to a compromise (accept a lesser amount than BIF) according to the requirements in 4.0 – COMPROMISES AND REPAYMENT SCHEDULES.
  - o If you have reached a compromise agreement, the borrower must have the 1st of the payments post to DMCS or the debit/prepaid card successfully processed within 7 days of the telephone call and 10 business days to return the compromise agreement letter. If the hearing was timely and the borrower is attempting to avoid the Oder they 1<sup>st</sup> payment must be received before the deadline on the hearing decision.
  - Mail the appropriate compromise agreement letter. If the hearing was timely send the "Pre-Garnishment Compromise Agreement" and if the hearing was untimely or beyond the deadline given in the hearings decision notice mail the "Post-Garnishment Compromise Agreement". Samples of both letters can be found in 7.0- Appendix E- PCA Letters, 5 and 6.
- Monthly repayment arrangement or Rehabilitation: he or she has exactly seven days from the
  date of that phone call to submit the completed Financial Disclosure Form (enclosed with the
  NPWW) and documentation of all their family/household monthly expenses or the required
  documentation for rehabilitation. If it is not received, the garnishment process will continue.
  - If this financial material is not received within the 7 day deadline, request the WG02 letter.
  - o When the PCA receives complete financial information, the PCA must:
    - complete the AWG Financial Hardship Calculator (see appendices); OR if a
      borrower seeks to avoid wage garnishment with a voluntary repayment
      agreement, and also seeks, and is eligible for, rehabilitation of his/her loans, the
      PCA must calculate the payment amount for both voluntary repayment and
      rehabilitation using the reasonable and affordable payment guidelines for
      rehabilitation.

### CALL TO NOTIFY BORROWER OF PAYMENT AMOUNT

Within two business days of completing the AWG calculator, attempt to call the borrower and inform him/her of the payment amount calculated.

- If the borrower refuses to pay the amount calculated, request the WG27 letter
- If borrower agrees to pay the amount calculated advise the borrower that a repayment
  agreement must be signed and returned along with the first required payment within the next
  10 days (beginning on the date the agreement is mailed to the borrower). Remind the

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borrower to read the Agreement carefully, but do not attempt to explain the terms by telephone.

- Mail the appropriate agreement depending on whether the borrower is attempting to rehabilitate or just remain on a monthly repayment until the account is paid in full. A sample of the monthly agreement can be found in 7.0- Appendix E- PCA Letters, "Post-Hearing Repayment Agreement", 4a &b and the Rehabilitation Agreement letter can be found in 2.0-Appendix A.
- If the arrangement is not a rehabilitation, notify the borrower that they will need to supply new financial documentation every six months to determine if the payments need to increase

### MONITOR FOR PAYMENT AND SIGNED AGREEMENT

Monitor the account closely for the next 10 days following the mailing date of the agreement for the receipt of the payment and the signed Repayment Agreement.

- If neither the signed Repayment Agreement nor the initial payment is received within 10 days, immediately request the WG25 letter.
- If only the appropriate payment amount is received by the 10day deadline, but not the signed Repayment Agreement, make at least two attempts to telephone the borrower to warn that he or she must return the signed Repayment Agreement within 7 days of the date of the telephone contact, or garnishment proceedings will continue. Request the WG26 letter.
- If the signed Repayment Agreement is still not received by the 7 day deadline, request the WG25 letter
- If only the signed Repayment Agreement is received by the 10 day deadline, but not the first
  payment, make at least two attempts to contact the borrower by telephone to warn that he or
  she must submit the first payment within 7 days of the date of the telephone contact, or
  garnishment proceedings will continue. Request the WG07 letter.
- If the payment is not received by the 10-day deadline, request the WG25 letter
- If the borrower returns <u>both</u> the signed Repayment Agreement and the required payment within the deadline
  - Update DMCS billing with the due date and payment amount(this action will stop the order from going out)
  - o suspend AWG as instructed in the DMCS Private Collection Manual
  - Update DMCS Historical events

7.16.2 Post-hearing, hardship claim denied or hardship partially allowed This is when he borrower had a hearing on their hardship claim and it was either denied or the amount was reduced. In this scenario the borrower's financial documentation for monthly repayment options should already be available.

#### NOTIFY BORROWER OF PAYMENT AMOUNT

If borrower contacts the PCA to make voluntary repayment arrangements, after FSA denied or partially allowed the borrower's hardship claim, the PCA must advise the borrower that he/she must make payment amount specified in the hearing decision; OR the amount calculated by using the reasonable

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and affordable payment guidelines for rehabilitation, if the borrower seeks to avoid wage garnishment with a voluntary repayment agreement, and also seeks, and is eligible for, rehabilitation of his/her loans.

- If the borrower refuses to pay, request the WG27 letter for denied claim or WG01 for partially allowed
- If borrower agrees to pay, advise the borrower that the Repayment Agreement must be signed and
  returned along with the first required payment within the next 10 days (beginning on the date the
  agreement is mailed to the borrower). Remind the borrower to read the Agreement carefully, but
  do not attempt to explain the terms by telephone.
- 3. Mail the appropriate agreement depending on whether the borrower is attempting to rehabilitate or just remain on a monthly repayment until the account is paid in full. A sample of the monthly agreement can be found in 7.0- Appendix E- PCA Letters, "Post-Hearing Repayment Agreement", 4a &b and the Rehabilitation Agreement letter can be found in 2.0-Appendix A.

### MONITOR FOR PAYMENT AND SIGNED AGREEMENT

Monitor the account closely for the next 10 business days following the mailing date of the agreement for the receipt of the payment and the signed Repayment Agreement.

- If neither the signed Repayment Agreement nor the initial payment is received within 10 days, request the WG25 letter
- 2. If only the appropriate payment amount is received by the 10 day deadline, but not the signed Repayment Agreement, make at least two attempts to telephone the borrower to warn that he or she must return the signed Repayment Agreement within 7 days of the date of the telephone contact, or garnishment proceedings will continue. Request the WG26 letter.
  - If the signed Repayment Agreement is still not received by the 7 day deadline, request the WG25 letter
- 3. If only the signed Repayment Agreement is received by the 10 day deadline, but not the first payment, make at least two attempts to contact the borrower by telephone to warn that he or she must submit the first payment within 7 days of the date of the telephone contact, or garnishment proceedings will continue. Request the WG07 letter.
- If the payment is not received by the 10-day deadline, request the WG25 letter
- 5. If the borrower returns both the signed Repayment Agreement and the required payment within the deadline:
  - Suspend AWG as instructed in the DMCS Private Collection Manual.
  - Update DMCS billing with the due date and payment amount (this action will stop the order from going out)
  - Update the DCMS Historical Events window.

The borrower may not negotiate the payment amounts required, but only the dates on which payments are due.

### 7.16.3 Post-hearing, hardship allowed

This is when he borrower had a hearing on their hardship claim and it was approved for a full hardship for the next 6 months. In this scenario the borrowers will not need financial documentation for monthly

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repayment options unless they are choosing to go onto rehabilitation and then the documentation should already be available.

### NOTIFY BORROWER OF PAYMENT AMOUNT

If borrower contacts the PCA to make voluntary repayment arrangements, after FSA approves the hardship claim the PCA must advise the borrower that he/she can make a payment amount they are offering; OR the amount calculated by using the reasonable and affordable payment guidelines for rehabilitation, if the borrower seeks to avoid wage garnishment with a voluntary repayment agreement, and also seeks, and is eligible for, rehabilitation of his/her loans.

- If borrower agrees to pay, advise the borrower that the Repayment Agreement must be signed and
  returned along with the first required payment within the next 10 days (beginning on the date the
  agreement is mailed to the borrower). Remind the borrower to read the Agreement carefully, but
  do not attempt to explain the terms by telephone.
- 2. Mail the appropriate agreement depending on whether the borrower is attempting to rehabilitate or just remain on a monthly repayment until the account is paid in full. A sample of the monthly agreement can be found in 7.0- Appendix E- PCA Letters, "Post-Hearing Repayment Agreement", 4a &b and the Rehabilitation Agreement letter can be found in 2.0-Appendix A.

### MONITOR FOR PAYMENT AND SIGNED AGREEMENT

Monitor the account closely for the next 10 business days following the mailing date of the agreement for the receipt of the payment and the signed Repayment Agreement. Since this a completely voluntary option for the borrower there are no repercussions if they don't return what is required to be on one of the approved plans therefore all attempts are strictly to ascertain whether or not the borrower is serious about entering into an approved repayment arrangement.

- 1. If neither the signed Repayment Agreement nor the initial payment is received within 10 days, attempt to reach the borrower and determine if they are still attempting to resolve this.
- 2. If only the appropriate payment amount is received by the 10-day deadline, but not the signed Repayment Agreement, make at least two attempts to telephone the borrower to explain that the signed Repayment Agreement is required for either option to be considered an approved plan and it must be returned within 7 days of the date of the telephone contact
- 3. If only the signed Repayment Agreement is received by the 10-day deadline, but not the first payment, make at least two attempts to contact the borrower by telephone to explain that he or she must submit the first payment within 7 days of the date of the telephone contact, or the option will not be considered an approved arrangement.
- 4. If the borrower returns both the signed Repayment Agreement and the required payment within the deadline, set up the voluntary repayment agreement and suspend AWG as instructed in the DMCS Private Collection Manual.
  - Update DMCS billing with the due date and payment amount
  - Update the DCMS Historical Events window

### 7.17 COMPROMISES IN AWG

In the course of the garnishment process, the PCA may agree to a compromise an account according to the requirements in 4.0 – COMPROMISES AND VOLUNTARY REPAYMENT. The compromise agreement

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must notify the borrower that he/she is liable to repay the amount of any payment credited to the debt that is subsequently reversed (e.g., a TOP injured spouse claim).

The compromise agreement also requires the borrower to withdraw the request for hearing if not already received.

If an account had been previously initiated in AWG prior to placement with an agency, the following rules apply:

- No compromise agreement is valid without express and documented approval of the Department of Education or its authorized representative (PCAs are authorized representatives).
- All compromise agreement must be clearly documented in the DMCS Historical Events window.
- All compromise agreement must be in writing, signed by the borrower, and clearly indicate
  payment due dates and consequences for failure to meet essential deadlines for payment.

### Can the borrower pay a compromise to resolve the debt once garnishment has been ordered?

Borrowers can and quite often do negotiate lump sum payoffs of a debt after garnishment has started, however, FSA does not stop garnishment until the compromise amount has been paid. Any overpayments of the compromise amount resulting from a garnishment payment will be returned to the borrower. For more information, see 4.0 – COMPROMISES AND VOLUNTARY REPAYMENT.

### 7.18 SERVICING POST-WAGE GARNISHMENT ACCOUNTS

### 7.18.1 Verifying employment and financial info after 180 days

PCAs must follow-up with the borrower every 180 days (six months) after the initial hearing decision and any subsequent changes to garnishment or voluntary payment amounts based on hardship claims.

Within 30 days of the expiration of the borrower's current arrangement (suspension, reduction, or voluntary arrangement), re-verify borrower name, SSN, residential address, and place(s) of employment (POE), including corporation legal name, central/national payroll department mailing address, contact person, and Federal Employer Identification Number (FEIN).

Within 20-twenty days of the expiration of the borrower's current arrangement (suspension, reduction, or voluntary arrangement):

- Verify that the borrower is still a candidate for AWG (See "Before Requesting AWG" above.)
- Request the WG17 (for full financial hardship) or WG 18 (for partial financial hardship) letter to request a financial update so that the PCA may identify financial and/or employment status changes.
- Complete the AWG Hardship Calculator using the new financial information. If the calculated payment amount has changed:
  - o notify the borrower of the change by telephone;
  - o send a Post-Hearing Repayment Agreement to the borrower;
  - o set up billing on the new amount;
  - o enter the A/R Event:

Action: BAWGNWHC

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### Result: BAWGPHRC /BAWGCRSN /BAWGFHRC

- o annotate the DMCS Historical Events window.
- If the borrower does not request a hearing, provide financial information or sign the new
  repayment agreement by the deadline established, refuses to pay, or does not sign the payment
  agreement, the account will automatically enter validation for garnishment.
- If there is no change to the calculated payment amount, no further action is required.

| Activity               | Action Code | Result Code | Tag Activity                  |
|------------------------|-------------|-------------|-------------------------------|
| Reactivate Suspend AWG | AWGSusp     | AWGActv     | Set bAWGActv, remove bAWGSusp |
| Remove AWG Suspension  | AWGSusp     | RmvSusp     | bAWGSusp                      |

Document all updated information as appropriate in the DMCS and PCA system, including documentation of all contacts made on the DMCS Historical Events window and explanation of any changes to employment information (such as changes to the name of the employer).

### 7.19 STOPPING AND RE-INITIATING AWG

Once a withholding order has been issued, PCAs are <u>prohibited</u> from suspending or stopping the AWG process, <u>unless</u> the reason falls under one of the following below categories.

### 7.19.1 Stopping AWG

If the account falls under one of the following conditions AWG may be stopped:

- · the borrower is deceased
- the borrower or employer provides evidence the borrower is no longer employed at that employer
- · the borrower resolves the account
- only on rehab-eligible loans that are on active garnishment (order of withholding was sent to the employer), once the borrower has made five of the nine payments required for rehab, and ONLY if:
  - o the signed rehabilitation agreement was received
  - o the payments were officially calculated using the required documentation;
  - they were qualifying payments within the required time frame (for FFEL and Direct loans, there were five payments in a six-month period and NDSLs there were 5 consecutive monthly payments); and
  - o the borrower has not previously earned suspension in this way.

PCAs must initiate suspension of AWG within 3 business days of when the borrower's fifth rehab payment posts to DMCS. (See 2.0 – REHABILITATION section 2.5.1, Suspending AWG for rehabilitation)

### How to stop AWG:

To Stop AWG the PCA may enter the following A/R event:

| <b>Action Code</b> | Result Code | Tag Activity |
|--------------------|-------------|--------------|
| AWGSusp            | StopColl    | bAWGStop     |

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### 7.19.2 Suspending AWG

If the account falls under one of the following conditions AWG must be suspended:

- the borrower files a timely request for hearings
- the borrower files bankruptcy

### How to suspend AWG:

To suspend AWG the PCA may enter the following A/R event:

| Action Code | Result Code | Tag Activity |  |
|-------------|-------------|--------------|--|
| AWGActv     | AWGSusp     | bAWGSusp     |  |

**Note:** Once the Stop AWG AR's are used—the only way to set up AWG again is to reinitiate. In the case of a "Favorable" hearing decision AWG is stopped (tag bAWGStop) and would need to be reinitiated if necessary. In the case of "Full Hardship" AWG is Suspended (tag bAWGSusp) and does not need to be reinitiated in the future as notices will automatically be sent by system 30 days prior to expiration in UDP.

**Important:** When Suspending or Stopping AWG and if the WG15 was scheduled and not sent, cancel it and all other AWG notices if they exist i.e., WG13, WG15, WG16, WG17, WG18, WG19, WG22, WG32, WG33 and RG02. When the ETL runs the WG30 will be scheduled and all AWG tags are removed

### 7.19.3 Reinitiating or reactivating AWG

To manually remove the suspend/stop force collection activities and re-initiate AWG:

Debts must have a debt level tag of DAWG.

| Activity               | Action Code | Result Code | Comment  | Tag Activity                  |
|------------------------|-------------|-------------|--|-------------------------------|
| Reactivate Suspend AWG | AWGSusp     | AWGActv     | The reason why AWG is being returned to active | Set bAWGActv, remove bAWGSusp |
| Remove AWG Suspension  | AWGSusp     | RmvSusp     | The reason AWG is being suspended              | bAWGSusp                      |

If 180 days have passed since the date of the WG19 and, for whatever reason, no garnishment order was issued to the employer, and there is a hearing decision made on an untimely hearing request, the PCA must NOT re-initiate and garnishment. Instead the PCA must reissue the WG19 letter (and the borrower has 36 days to request a timely hearing).

#### 7.19.4 Documenting DMCS

The PCA must document the DMCS Historical Events window with the reason for stopping, suspending or reinitiating AWG.

### 7.19.5 When AWG should not be stopped or suspended

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To maintain FSA's position in the ranking of pending Liens, and other withholding orders (such as child support), the PCA must not stop AWG (i.e. the PCA must maintain the garnishment order) if:

- Borrower has been laid off, with an estimated date of return
- Borrower is on short-term disability, with an estimate date of return
- Borrower is on leave of absence with an estimated date of return
- · Borrower makes insufficient wages to deduct
- Borrower has low income
- Borrower is a seasonal employee, and is still employed by the same employer
- Borrower is a temporary or part-time employee
- Borrower has child support order (s) or prior garnishment(s) that exceed 25% of disposal pay

## 7.0 - Appendix A – AWG Hardship Calculator Supplemental Instructions

The AWG Hardship Calculator has many worksheets. The primary worksheets PCAs will use are:

- "enter data" where PCAs enter financial information
- "Instructions" supplies detailed instructions for entering financial information
- "AWG CALCULATOR" presents the financial information enters; PCAs print this worksheet to send to FSA (some calculator tools on the far right side will not print)

Also, a "Calculator Cell explanation" worksheet allows PCAs to enter a cell # for instructions on what to enter in a particular cell.

The following instructions supplement the "Instructions" and "Calculator Cell explanation" worksheets.

### Gross pay:

As instructed in the "enter data" worksheet, you can enter multiple paycheck amounts to arrive at an average. You may also manually divide the various YTD amount by the number of pay periods to get an average. This is particularly useful for intermittent overtime. This is less useful during the first few pay periods of the year as a person may or may not work overtime during that period but not the rest of the year. The average may then be too high or too low.

### **Existing Garnishment:**

<u>Disposable pay</u> is defined as that part of the compensation of any individual from an employer remaining after the Medical Insurance and deduction of any amounts required by law to be withheld.

Normally, retirement, life insurance and similar items go under expenses. If a debtor is already being garnished and it is determined that such things as retirement and insurance was deducted before the employer determined the 15%, do not put retirement and insurance as expenses.

<u>Court ordered</u> childcare is NOT to be deducted from disposable pay in computing the <u>15%</u>. Whether owed pursuant to court order or voluntary agreement, the obligation is considered an expense. If the debtor is already being garnished at 25%, the debtor cannot be garnished and the AWG Hardship calculator does not have to be completed.

### County:

The spelling of the county must be consistent with the spelling on the spreadsheet for that state. If you do not know the county, and have properly entered the city and the state, the county will appear on the right side of the box. Otherwise the number "2" will appear. If you have properly entered the name of the city and state and still get a "2", there are instructions on the last spreadsheet as to how to find the correct county.

### Other Expenses:

Common other expenses include day care, medical and life insurance, medical expenses not paid by insurance, child support or IRS payments that are not being garnished.

Only <u>necessary expenses</u> are entered. Do not accept cable service costs, unnecessary long distance charges, credit card bills, timeshares, etc. Attach a note to the Calculator listing expenses that were denied as unnecessary.

In extraordinary circumstances, mostly due to medical conditions, the standard amount accepted under Housekeeping, etc., Housing and Utilities or Transportation may be too low for the borrower. In this case, the additional expense must be put in Other Expenses. For example, if Housing/Utilities expenses exceed standards accepted expenses by \$300 due to high electrical bills for running medical equipment, include the \$300 in Other Expenses.

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## 7.0 - Appendix B - HHS Poverty Guidelines

### **National Poverty Standards:**

https://aspe.hhs.gov/prior-hhs-poverty-guidelines-and-federal-register-references

The federal poverty level is updated in January of year to keep up with inflation.

The poverty guidelines are not defined for Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, the Republic of the Marshall Islands, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, and Palau. In cases in which a federal program using the poverty guidelines serves any of those jurisdictions, the federal office which administers the program is responsible for deciding whether to use the contiguous-states-and-D.C. guidelines for those jurisdictions or to follow some other procedure.

# 7.0 - Appendix C - PCA Quality Control Checklist

| ACCOUNT/EMPLOYMENT VERIFICATION  |
|--|
| Verify all employment data within 30 days of submission for AWG.   |
| Submit request for Employment Verification to be issued.   |
| Submit request Address Information Request be issued.  |
| Verify borrower is not a <b>federal employee</b> (civilian/military), merchant seaman, self -  |
| employed or independent contractor.  |
| FSA balance is greater than \$200.   |
| No negative balance(s) or excessive fee(s).  |
| Tribal Employees requires special handling, PCA must determine if the tribal will honor the withholding order.   |
| ENTERING ACCOUNTS IN AWG SUB-SYSTEM  |
| Verify employer's legal name/entity (no acronym/initial), payroll office address, point of contact, telephone and fax number are correct on the EmployerInfo UDP screen. |
| Ensure account has been properly linked to the employer's correct FEIN or Pseudo FEIN.   |
| FINAL REVIEW OF ACCOUNTS PRIOR TO VALIDATION   |
| Ensure WG19, WG18, and or WG17 letter was successfully delivered to the borrower' home address.  |
| Borrower has not filed a timely hearing request.   |
| Account is not in active bankruptcy.   |
| REQUIRED TELEPHONE CONTACT WITH EMPLOYERS 30<br>DAYS AFTER Y11 LETTER HAS BEEN ISSUED  |
| Call employer and confirm receipt of withholding order with employer.  |
| Re-verify employment status, to include name and social security number of borrower.   |
| Verify if borrower has any prior garnishment orders in effect.   |
| Verify whether the borrower is full-time or part-time.   |
| Stop wage garnishment action on borrowers who make less than the Federal Minimum Wage requirement of \$7.25 per hour.  |
| Verify if there is any reason why the employer legally cannot honor the withholding order.   |
| Clearly document DMCS Historical Events window with all telephone contacts with the employer.  |
| FOLLOW-UP ACCOUNT MAINTENANCE  |
| Keep borrower's home address current.  |
| Keep borrower's employment status current.   |

# 7.0 - Appendix D – RFH Package Cover Sheet AWG RFH Cover Sheet

| I | Agency Name & Code:                               | Agency Contact Phone #:                                      |
|---|---|--|
| 1 | Date RFH received:                                | Date(s) additional documents received:                       |
| 1 | Postmark Date(required):                          | Date RFH sent for imaging:                                   |
| 7 | THR / UTH (circle one)                            | Is this a THR under the exception rule (circle one) YES / NO |
| I | Borrower Name:                                    | Borrower Number:   |
| 7 | Гуре RFH (check one): In-                         | Person Telephone Written Record                              |
| ( | Check All Objection(s) Identified:                | Check All Enclosed Document(s) received for RFF              |
| - |   | review:  |
| I | Financial Hardship:                               |  |
|   | D 1 D:  | Proof of Balance dispute                                     |
|   | Balance Dispute:                                  | Proof of Legal Exclusion claim                               |
|   | In- Repayment:                                    | Proof of Third Party/SSN Dispute                             |
|   | Repaid SIF/PIF:                                   | Dischargeability Claim                                       |
|   | Incorrect Amount:                                 | Unpaid Refund  |
|   | Legal Exclusion: Employed less than 12 months:    | Bankruptcy   |
|   | Unemployed:                                       |  |
|   | Chemployed<br>Ferminated involuntarily from previ | Death  |
|   | employment:                                       | eopy of Fromissory Note(s) & date sent to borrower           |
|   | Third Party / SSN Dispute:                        | applicable)  |
|   | Unpaid Refund Request:                            | Financial Hardship Requests:                                 |
|   |   | Request For Hearing Form or Letter Requesting Hear           |
|   | Dischargeability Claims:                          | Received from debtor and envelop (mandatory)                 |
|   | ATB (No GED):                                     | Copy of lease/rent/mortgage                                  |
|   | ATB (Not Qualified):                              | Financial Disclosure Form (if applicable)                    |
|   | Closed School:                                    | Copy of most recent tax forms (if applicable                 |
|   | Unauthorized Signature:                           | Copies of two-2 pay stubs /Spouse pay stub                   |
|   | Borrower Defense:                                 | AWG Hardship Calculator (if applicable)                      |
|   | Service Cancelation:                              | Copy of bills(electric/gas/cable/water, etc.                 |
|   | Bankruptcy:                                       |  |
|   | Active Chapter 7/13:                              | Check additional documents received if applicable:           |
|   | Discharged Chapter 7/13:                          |  |
| 1 | Disability:                                       | A <u>dated</u> copy of the most recent_letter sent to the    |
|   | Doothy  | borrower requesting additional documentation                 |
| T | Death:  | (mandatory)  |
| 1 |   | Proof of Exception request for timely hear                   |

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# 7.0 - Appendix E – PCA Letters

# 1-a. Pre-Hearing Repayment Agreement Cover Letter

#### <PCA Letter Head>

This notice, regarding your account with the U.S. Department of Education, is from <PCA etc. >. The Department has placed your account with us for collection.

You have indicated that you wish to avoid garnishment of X% of your disposable pay by making a voluntary arrangement with the Department to repay your defaulted student loan(s) or grant obligation(s) described in the notice of garnishment recently sent to you. The balance of your obligation as of the date of this letter is noted above. The principal portion of that balance will continue to accrue interest. The Department will apply part of your payments to defray costs incurred to collect this obligation.

Enclosed is a proposed Repayment Agreement with the Department that the Department has asked us to send to you. The current garnishment process will be stopped, if, within 10 business days of the date of this letter, you take two steps:

- 1. You sign and return that Agreement to the Department at <PCA address>, and
- 2. You send an installment payment amount shown on the enclosed Agreement, to the following address: <NPC Address>.

If both actions are not taken within this deadline, the process, including the provision of any hearing you may have requested and a decision on your objection(s), will continue.

Our business hours are: Monday-Thursday 8am-9pm, Friday 8am-5pm and Saturday 8am-12pm (CST). Our phone number is 1 888 XXX-XXXX.

This communication is from a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

\*\* Please See The Reverse Side Of This Letter For Important Information\*\*

# b. Pre-Hearing Repayment Agreement

### Pre-Hearing Repayment Agreement with the U.S. Department of Education

Note: Read this entire agreement before signing. Retain a copy for your records. Return a signed copy to the address shown on the letter that accompanies this Agreement.

I agree with the U.S. Department of Education that I will repay my obligation to the Department in monthly installments of <MONTH-PAY>.

My first payment in the amount of: \$<MONTH-PAY>. is due <DUE-DATE>. Each monthly payment after that is due by the <DUE-DATE> day of each month. All payments must be forwarded to --

U.S. Department of Education National Payment Center P.O. Box 790336 St. Louis, MO 63179-0336

I understand that this installment amount of \$<MONTH-PAY> applies for the next 6 months. After 6 months, I agree to provide current financial information if the Department requests it. My required installment payment may change based on that information. I agree to pay the installment amount as it may be adjusted by the Department. I agree that failure to provide financial information is a breach of this agreement.

I have been given an opportunity for a hearing to object to garnishment. I now withdraw any request for a hearing that I have filed.

I agree that if I do not honor this agreement, the Department can start garnishing my pay at the rate of 15% of my disposable pay or the installment payment amount then in effect, whichever is less, without giving me further notice or any new opportunity for a hearing before that garnishment starts. I understand that if the Department starts garnishing my wages in the future, I can then object to garnishment, and the Department will give me a hearing on my objection(s).

I agree that I owe the amount stated in the decision on my objection(s) to garnishment.

The Department will consider any request for hearing or reconsideration I make in the future, but it will not delay or suspend garnishment while it does so; I can then obtain a hearing on objections on grounds that --

- Garnishment would cause financial hardship to me and my dependents;
- I have not breached this agreement;
- I have not received credit for payments made on the agreement; and
- I am protected by law from garnishment.

| I may also apply for discharge relief that | at may be available with respect to this debt |  |
|--|---|--|
| Signature:                                 | Date:   |  |

[Sign and return this agreement to the [address indicated below]. Keep a copy for your records.]

Return Signed Agreement to: U.S. Department of Education

C/O: PCA Address

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# 2-Request for Documentation

XX/XX/XXXX

(FIRST, LAST NAME ) (ADDRESS ) (CITY, STATE , ZIPCODE)

RE: NOTICE OF INTENT TO GARNISH ACCOUNT NO: XXX-XX-XXXX

Your request for a hearing has been received. This notice is in response to your objection(s) to the Notice of Intent to Garnish that you were just sent by the Department of Education. We have been requested by the Department to obtain the information described here for you in order to expedite your hearing.

This Notice of Intent to Garnish explained that you are responsible for providing evidence to support any objection(s) you make to garnishment, including, for loan obligations, completed application(s) to support any claims that you qualify for loan discharge relief. The Notice also explained that, with some exceptions, the Department would consider only evidence or applications that you submitted with your Request for Hearing. You have provided no evidence or application to support the objection(s) or claim for discharge relief that you raised in your Request for Hearing.

The Department extends until **00/00/00** deadline for submitting evidence or application(s) for loan discharge relief that you wish considered in the hearing. After that date we must forward your Request for Hearing and any material we have received from you by that date to the Department's Administrative Wage Garnishment Hearing Branch. Education will conduct the hearing you requested on your objections, based on that material and the Department's own records regarding your debt. Unless you submit material to support objections or claim for loan discharge relief, the Department advises that it may find that your claim or objection(s) are not substantiated, and that the debt is fully enforceable by garnishment at this time. If you have any evidence or application to support your objection(s) or claim for relief that you want the Department to consider, please forward that material promptly to the following address:

### U. S. DEPARTMENT OF EDUCATION PO BOX 5609 GREENVILLE, TX 75403-5609 Fax Number: PCA Fax Number

You may contact the Department's Customer Service Number at 1-800-621-3115 to request the appropriate financial disclosure form or discharge application or go to the Department's website at:

<a href="https://www.studentaid.ed.com">https://www.studentaid.ed.com</a>, select Forms, and then download the appropriate application or form to present your objection. You may also complete and return the enclosed form(s) for other objections. If you filed bankruptcy over ten (10) years ago, please provide the case number, date of filing, location filed, and a copy of the Notice of Discharge.

If you move before you receive a response, please provide a change of address and telephone number where we may contact you. If you have further questions, you may contact your Contract Service Representative at 1-800-983-4284.

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

\*\*\*\*Please See The Next Page Of This Letter For Important Information\*\*\*\*

[PCA must determine appropriate legal information based on state and federal law.]

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# The evidence checked off below is requested:

| Financial Hardship Documentation:   |     |
|---|-----|
| Completed Financial Disclosure Statement  |     |
| Your two (2) most recent pay stubs  |     |
| Two most recent spousal pay stubs   |     |
| Other household member's income   |     |
| Proof of all listed expenses:   |     |
| Rental / mortgage agreement   |     |
| — Utilities (Copy of bills showing monthly amount due)  |     |
| — Transportation Expenses (Car payments, public transportation, gas, insurance, etc.)   |     |
| Other stated monthly expense:   |     |
| Proof of childcare expenses (see attached form)   |     |
| Last years completed 1040 tax return  |     |
| ——— Proof of medical expenses   |     |
| Proof of binding voluntary agreements to pay obligations for taxes or family support  |     |
| Note: If any proof does not show the monthly amount paid, you must state the monthly amount you are pay per month. You should also provide the date you expect the amount to be paid off. | ing |
| Completed Discharge application for:  |     |
| Closed school discharge application   |     |
| Unauthorized signature discharge application  |     |
| Two (2) copies of original signatures made within one year of the date of the promissory note was signed or three (3) other specimens of original signatures.                             |     |
| Ability to Benefit discharge application  |     |
|   |     |

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| for PCAs contracted by Federal Student Aid Last Revised: 3/15/19   |
|--|
| Unpaid refund application  |
| Total and permanent disability application   |
| ——— Proof of bankruptcy filing and discharge   |
| Note: Any discharge applications and / or financial statements can be downloaded on the following website: https://www.studentaid.ed.gov |
| Balance dispute information:   |
| Evidence to support balance dispute  |
| Proof of missing credits   |
| ——— Proof of payment in full   |
| — Proof of repayment agreement   |
| Documentation supporting reduction of balance  |
| Miscellaneous information:   |
| Proof of involuntary termination   |
| Proof of date started at current employer  |
| Proof of temporary unemployment  |
| Copy of driver's license   |
| Copy of social security card   |
| Copy of birth Certificate  |
| Other documents:   |

# **3-Declaration of Caregiver Services**

| correct and complete."   | ation I give in this statement is to  | the best of my knowledge and belief   |
|--|---|---|
| Caregiver Name:  |   |   |
|  |   |   |
| City:  | State:Zip G   | Code:   |
| Daytime Telephone Number a   | and Area Code:  |   |
| Customers Name:  | pays  | dollars per Week / Mo   |
| circle appropriate time frame  | ) for the care of the following in  | dividual(s):  |
| Name of Child  | Age Of Child  | Amount Charged Per<br>Week / Month  |
|  |   |   |
|  |   |   |
|  |   |   |
|  |   |   |
| covers up by any trick, schem raudulent statement or repres  | e, or device a material fact, or m  | ly and willfully falsifies, conceals, or akes any materially false, fictitious, o 10,000.00 or imprisoned up to five ye                   |
| covers up by any trick, schem fraudulent statement or represe both."   | e, or device a material fact, or m  | akes any materially false, fictitious, o 10,000.00 or imprisoned up to five ye  |
| covers up by any trick, schem fraudulent statement or repres both."  | e, or device a material fact, or m entationshall be fined up to \$  | akes any materially false, fictitious, o 10,000.00 or imprisoned up to five ye mentation to:  JCATION                                     |
| covers up by any trick, schem fraudulent statement or represe both."  Complete, sign, and return the                                       | e, or device a material fact, or mentationshall be fined up to \$ crequested information and docu U. S. DEPARTMENT OF EDUPO BOX 5609 GREENVILLE, TX 75403-560 | akes any materially false, fictitious, o 10,000.00 or imprisoned up to five ye mentation to:  JCATION                                     |
| covers up by any trick, schem fraudulent statement or representation."  Complete, sign, and return the declare under penalty of lacorrect. | e, or device a material fact, or mentationshall be fined up to \$ crequested information and docu U. S. DEPARTMENT OF EDUPO BOX 5609 GREENVILLE, TX 75403-560 | akes any materially false, fictitious, o 10,000.00 or imprisoned up to five ye mentation to:  UCATION  ents contained herein are true and |

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## 4-a. Post-Hearing Repayment Agreement Cover Letter

<PCA Letterhead>

This notice, regarding your account with the U.S. Department of Education, is from <PCA etc. >. The Department has placed your account with us for collection.

You have indicated that you wish to avoid garnishment of X% of your disposable pay by making a voluntary arrangement with the Department to repay your defaulted student loan(s) or grant obligation(s) described in the notice of garnishment recently sent to you. The balance of your obligation as of the date of this letter is noted above. The principal portion of that balance will continue to accrue interest. The Department will apply part of your payments to defray costs incurred to collect this obligation.

Enclosed is a proposed Repayment Agreement with the Department that the Department has asked us to send to you. The current garnishment process will be stopped, if, within 10 days of the date of this letter, you take two steps:

If you sign and return that Agreement to the Department at <PCA address>, and You send to installment payment amount shown on the enclosed Agreement, to the following address:

U.S. Department of Education National Payment Center P.O. Box 790336

St. Louis, MO 63179-0336

If both actions are not taken within this deadline, the garnishment process will continue.

Our business hours are: Monday-Thursday 8am-9pm, Friday 8am-5pm and Saturday 8am-12pm (CST). Our phone number is 1 888 XXX-XXXX.

This communication is from a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

\*\* Please See the Reverse Side of This Letter for Important Information\*\*

# **b.Post-Hearing Repayment Agreement**

### Post-Hearing Repayment Agreement with the U.S. Department of Education

Note: Read this entire agreement before signing. Retain a copy for your records. Return a signed copy to the address shown at the bottom of this Agreement.

I agree with the U.S. Department of Education that I will repay my obligation to the Department in monthly installments of <MONTH-PAY>.

My first payment in the amount of: \$<MONTH-PAY>. Is due <DUE-DATE>.

Each monthly payment after that is due by the <DUE-DATE> day of each month.

All payments must be forwarded to --

U.S. Department of Education National Payment Center P.O. Box 790336 St. Louis, MO 63179-0336

I understand that this installment amount of \$<MONTH-PAY> applies for the next 6 months. After 6 months, I agree to provide current financial information if the Department requests it. My required installment payment may change based on that information. I agree to pay the installment amount as it may be adjusted by the Department. I agree that failure to provide financial information is a breach of this agreement.

I have objected to garnishment, and I have received a decision from the Department on my objections.

I agree that if I do not honor this agreement, the Department can start garnishing my pay at the rate of 15% of my disposable pay or the installment payment amount then in effect, whichever is less, without giving me further notice or any new opportunity for a hearing before that garnishment starts. I understand that if the Department starts garnishing my wages in the future, I can then request a hearing or reconsideration of my objection(s) to garnishment.

I agree that I owe the amount stated in the decision on my objection(s) to garnishment.

The Department will consider any request for hearing or reconsideration I make in the future, but it will not delay or suspend garnishment while it does so;

I can then obtain a hearing on objections on grounds that --

Garnishment would cause financial hardship to me and my dependents;

I have not breached this agreement;

I have not received credit for payments made on the agreement; and/or

I am protected by law from garnishment.

I may also apply for discharge relief that may be available with respect to this debt.

| Signature:                                      | Dat                                 | e:                             |
|---|-------------------------------------|--------------------------------|
| [Sign and return this agreemen                  | t to the [address indicated below]. | Keep a copy for your records.] |
| Return Signed Agreement to:<br>C/O: PCA Address | U.S. Department of Education        |                                |

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# 5-a. Pre-Garnishment Cover Letter for Compromise Agreement

This notice regarding your account with the U.S. Department of Education is from **<PCA>**. The Department has placed your account with us for collection.

You notified us that you wish to avoid garnishment of 15% of your disposable pay by making a voluntary arrangement to settle your defaulted student loan or grant obligation described in the Notice of Proposed Wage Garnishment recently sent to you. The unpaid portion of the balance is noted above. The principal portion of this balance will continue to accrue interest. The Department will apply a portion of each payment to defray costs incurred to collect this obligation.

Enclosed is a proposed Settlement Agreement that the Department has asked us to send to you. The Department will not direct your employer to initiate garnishment unless you fail to honor the terms of your settlement agreement. In addition, the Department will credit any payment received before the deadline stated below toward satisfaction of the compromise amount. The following two (2) steps must be completed by *Insert date>* in order to settle your debt(s) or obligation(s).

1. You sign and return the enclosed Compromise Agreement by fax at <**PCA fax number>** or mail back to the Department at:

### < PCA Address >

2. The Department receives payments equaling the full amount stated in the enclosed Compromise Agreement.

Send Payments to the following address:

U.S. Department of Education National Payment Center P.O. Box 790336 St. Louis, MO 63179-0336

If both of these actions are not taken by your settlement deadline of *<insert date>*, the Department of Education will issue a garnishment order requiring the withholding of your wages until the amount due has been paid in full. The Department will continue with any provision of any hearing you may have requested, unless you have already received a decision or have agreed to withdraw that hearing request.

Our business hours are: <insert hour of business, example: Monday-Thursday 8 am-9 p, Friday 8 am - 12 pm (CST), and Saturday 8 am - 12 pm (CST). Our phone is 1 - 800- XXX - XXXX>.

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# **b.Pre-Garnishment Compromise Agreement**

Note: Read this entire agreement before signing and retain a copy for you records. Return a signed copy to the fax number or address shown on the letter that accompanies this Agreement.

I agree with the U.S. Department of Education that I will repay a total of \$<\total amount agreed to that will satisfy the debt> by <mm/dd/yy-Insert date by which the final payment must be made> to satisfy in full my obligation to the Department for the debts listed on the Notice of Proposed Wage Garnishment. The Department agrees to accept that amount, if paid according to the terms of this Agreement, as satisfying my obligation with respect to these debt(s) listed on the Notice of Proposed Garnishment recently sent to me by the Department, and not to start garnishing my wages unless I fail to honor this agreement. No other student aid debts are covered by this agreement.

- I will pay this amount in <# of payments agreed to> installment(s) of \$<amount of each installment>.
- My first payment of \$<1<sup>st</sup> installment amount > is due on by <date 1<sup>st</sup> payment or only payment is due ( mm/dd/yy)>.
- Subsequent payments are due on the <day of the month> date of the Month.
- My final payment is due by <final due date- mm/dd/yy>.

All payments are due as stated there is no grace period for these payments.

Each payment made under this Agreement must be made with certified funds and if mailed, forwarded to the below address:

U.S. Department of Education National Payment Center P.O. Box 790336

St. Louis, MO 63179-0336 I have been given an opportunity for a hearing to object to garnishment. Unless that hearing has already been provided, I now withdraw any request for a hearing that I have filed, and I release any claim I may have with respect to the collection of this debt(s).

I agree that I owe the amount stated in the Notice of Proposed Wage Garnishment or, if a decision on my objection (s) to garnishment has been issued, in the decision. The Department will consider any request for hearing or reconsideration I make in the future, but it will not delay or suspend garnishment while it does so;

I agree that if I do not honor this agreement, the Department can start garnishing my pay at the rate of the 15% of my disposable pay without giving me further notice or any new opportunity for a hearing before that garnishment starts. I understand that if the Department starts garnishing my wages in the future, I can only request a hearing or reconsideration of my objection(s) to garnishment on the following grounds:

- · Garnishment would cause financial hardship to me and my dependents;
- I have not breached this agreement;
- I have not received credit for payments made on the agreement; and/or
- I am protected by law from garnishment;
- I may also apply for discharge relief that may be available with respect to this debt.

| Signature:                 | Date:  |           |
|----------------------------|--|-----------|
| [Sign and return this agre | ement to: < PCA Address > Keep a copy for your | records.] |
|                            |  | 122   D - |

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# 6-a.Post Garnishment Cover Letter for Compromise Agreement

This notice regarding your account with the U.S. Department of Education is from **PCA**. The Department has placed your account with us for collection.

You notified us that you wish to settle your debt to the Department, described in the Notice of Proposed Wage Garnishment recently sent to you by the Department.

The unpaid portion of the balance is noted above. The principal portion of this balance will continue to accrue interest. The Department will apply a portion of each payment to defray costs incurred to collect this obligation.

Enclosed is a proposed Compromise Agreement that the Department has asked us to send to you. If you accept this settlement proposal, please note that the Department will not cancel the garnishment order until it has received the entire amount of the compromise offered in the proposal, however, the Department will credit any payment received before the deadline stated below toward satisfaction of the compromise amount. The following two (2) steps must be completed by <*Insert date>* in order to settle your debt(s) or obligation(s).

1. You sign and return the enclosed Compromise Agreement by fax at <**PCA fax number>** or mail back to the Department at:

#### < PCA Address >

2. The Department receives payments equaling the full amount stated in the enclosed Compromise Agreement.

Send Payments to the following address:

U.S. Department of Education National Payment Center P.O. Box 790336 St. Louis, MO 63179-0336

If both of these actions are not taken by your settlement deadline of **<insert date>**, the garnishment order will remain in effect requiring the withholding of your wages until the amount due has been paid in full. The Department will continue with any provision of any hearing you may have requested, unless you have already received a decision or have agreed to withdraw that hearing request.

Our business hours are: <insert hour of business, example: Monday-Thursday 8 am-9 p, Friday 8 am - 12 pm (CST), and Saturday 8 am - 12 pm (CST). Our phone is 1 - 800- XXX - XXXX>.

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# **b.Post Garnishment Compromise Agreement**

Note: Read this entire agreement before signing. Retain a copy for your records. Return a signed copy to the fax number or address shown on the letter that accompanies this Agreement.

I agree with the U.S. Department of Education that I will repay a total of \$<total amount agreed to that will satisfy the debt> by <mm/dd/yy-Insert date by which the final payment must be made> to satisfy in full my obligation to the Department for the debts listed on the Notice of Proposed Wage Garnishment. I understand that the current garnishment of my wages will not be stopped until the settlement amount has been paid, and that all payments received will be credited towards the settlement amount. The Department agrees to accept that amount, if paid according to the terms of this Agreement, as satisfying my obligation with respect to these debt(s) listed on the Notice of Proposed Garnishment recently sent to me by the Department. No other student aid debts are covered by this agreement.

- I will pay this amount in <# of payments agreed to> installment(s) of \$<amount of each installment>.
- My first payment of \$<1<sup>st</sup> installment amount > is due on by <date 1<sup>st</sup> payment or only payment is due ( mm/dd/yy)>.
- Subsequent payments are due on the <day of the month> date of the Month.
- My final payment is due by <final due date- mm/dd/yy>.

Each payment made under this Agreement must be made with certified funds and if mailed, forwarded to the below address:

U.S. Department of Education National Payment Center P.O. Box 790336 St. Louis, MO 63179-0336

I have been given an opportunity for a hearing to object to garnishment. Unless that hearing has already been provided, I now withdraw any request for a hearing that I have filed, and I release any claim I may have with respect to the collection of this debt(s).

I agree that I owe the amount stated in the Notice of Proposed Wage Garnishment or, if a decision on my objection (s) to garnishment has been issued, in the decision. The Department will consider any request for hearing or reconsideration I make in the future, but it will not delay or suspend garnishment while it does so.

I agree that if I do not honor this agreement, the garnishment order will remain in effect requiring the withholding of your wages until the amount due is paid in full. I understand that in the future, I can only request a hearing or reconsideration of my objection(s) to garnishment on the following grounds:

- Garnishment would cause financial hardship to me and my dependents;
- I have not breached this agreement;
- I have not received credit for payments made on the agreement; and/or
- I am protected by law from garnishment;
- I may also apply for discharge relief that may be available with respect to this debt.

| Signature:                 | Date:  |  |
|----------------------------|--|--|
| [Sign and return this agre | ement to: < PCA Address > Keep a copy for your records.] |  |

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## 7.0 - Appendix F - Notice of Proposed AWG (WG19) and Enclosures

1000000000 \*\*\*\*\*\*\*\*AAAAA
FIRST NAME MI LAST NAME SUFFIX
ADDRESS 1-3
CITY ST ZIP CODE
COUNTRY (do not print if USA)

Month DD, CCYY ACCOUNT #: 999999999

### NOTICE OF PROPOSED WAGE GARNISHMENT DUE TO DEBT OWED TO U.S. GOVERNMENT

The U.S. Department of Education (Department) intends to order your employer to withhold 15% of your disposable pay to satisfy your defaulted loan or grant obligation(s). Disposable pay is pay less health insurance premiums and amounts required by law to be withheld (e.g., Social Security, Federal and state taxes). The legal basis for this action is Section 31001(o) of the Debt Collection Improvement Act of 1996 (DCIA), pub. L.104-134,110 stat. 1321-358 (Apr. 26, 1996): codified at 31 U.S.C. 3720d. The balance on the debt(s) is \$999,999,999,999.99. This includes, for loan debts, the principal loaned and any capitalized interest; for grant debts, the amount of overpayment; for all debts, accrued interest and fees, less any payments, refunds, or offsets received. We apply any payments we recover first to defray our collection costs (currently 25% of the amount of unpaid principal and interest), next to interest; last to principal. This notice explains your right to object to this action; read this entire notice for an explanation of your rights and how to use them.

If you do not timely exercise your rights in the way described below or you do not make a Repayment Agreement or you later fail to make the payments required by such agreement, the Department will order your employer to withhold and send to the Department 15% of your disposable pay each pay period until the balance, with accruing interest and collection costs we incur, is paid in full (NOTE: the amount actually withheld to pay this debt may be less than 15% of disposable pay, depending on your income and other claims against you.)

You have the following rights regarding this action: you have the right to inspect and copy the Department records relating to your debt. Request Department records through the customer service number below (a request for records will not delay garnishment action unless you have also timely objected to garnishment in the manner specified in this notice).

You have the right to object to the proposed garnishment and to a hearing on your objection.

- 1. You may object for reasons concerning the existence, amount, and enforceability of the debt.
- 2. You may also object that having amounts equal to 15% of your disposable pay withheld, from your disposable pay or making voluntary payments in that amount would cause financial hardship for you and your dependents.

You must make a hearing request in writing, and send it to the Department at the address on the enclosed Request for Hearing (RFH) form. If your request is postmarked or received by us within 30 calendar days of the date of this notice we will not garnish until we complete the requested hearing and determine that garnishment is justified. If your Request for Hearing is postmarked (if mailed) or received (if not mailed) after that date, we will still conduct a hearing but we will not delay this garnishment unless you demonstrate to us that the delay was caused by factors over which you had no control. If we find that the debt is not owed as stated or not enforceable at this time, we will refund payments as needed.

WG19DV04

www.myeddebt.ed.gov

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Make your objection by checking the appropriate area on the RFH form. You may request that your hearing be conducted as an oral hearing or as a written record hearing; however, if your request for an oral hearing does not contain an explanation sufficient to show that an oral hearing is necessary, we may provide a written records hearing rather than an oral hearing. Any hearing will include a review of your written statements in the RFH, any records you submit with the RFH, and relevant records the Department holds on your debt.

In or with your Request for Hearing you must present all your objections and submit the evidence that supports them. However, you may submit your objections and evidence later if—

- · You request an oral hearing, or
- · You timely request a written hearing and also request access to your debt records, or
- You request, and we agree to, an extension for submitting objections and evidence.

In our response to your request(s), we will explain the deadline that applies to your situation; that deadline will be at least 7 business days after our response.

Compliance with a Repayment Agreement will prevent garnishment. To do so, you must agree to repay this debt in monthly installments equal either to 15% of your disposable pay per month or the amount we agree is reasonable based on your financial circumstances. You must also sign and return the Repayment Agreement, and make the first payment under the agreement, within deadlines that will be explained when you contact us to arrange repayment. If both actions are not taken within these deadlines, the process will continue, including the provision of any hearing you may have requested, unless you have already withdrawn that request. If you want to repay but believe you cannot afford payments equal to 15% of your disposable pay, contact customer service at:

PCA contact information will display here

Repayment under a satisfactory Repayment Agreement can restore eligibility for Federal aid and restore deferment and other benefits previously available on loans. For information, contact customer service. We will cancel garnishment action if we receive payment in full at

US DEPARTMENT OF EDUCATION NATIONAL PAYMENT CENTER P.O. Box 790336 St. Louis, MO 63179-0336

Make all payment instruments payable to the "U.S. Department of Education" and include your name and account number on the face of the payment instrument.

We will not garnish now if you prove that you have been employed at your current employer for less than 12 months and were involuntarily separated from your most recent previous employment. To object on this ground, check that box on the RFH and provide proof described there.

Your employer may not discharge you from employment nor take disciplinary action against you, as a result of an order for withholding nor can a prospective employer refuse to employ you as a result of this proposed action or existence of an order for withholding. If an employer takes any of these actions, you may sue that employer in a state or Federal Court for reinstatement, back pay, attorney's fees, and punitive damages.

Our determination on your objections affects only the debt(s) described in this notice of garnishment, and is totally separate from any Notice of Proposed Federal Payment Offset or Garnishment which you may have received from a guaranty agency. If you received a notice of collection action from a guaranty agency, you must present any objections to collection action to that agency.

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Individual debt information is listed below.

Xxxxxxxxx

Xxxxxxxx

Xxxxxxxx

| Debt      |            |               |             |                  |
|-----------|------------|---------------|-------------|------------------|
| Type      | Date       | School        | Amount      | Lender           |
| Xxxxxxxx  | MM/DD/CCYY | XXXXXXXXXXXXX | \$9,9999.99 | XXXXXXXXXXXXXXXX |
| Xxxxxxxx  | MM/DD/CCYY | XXXXXXXXXXXXX | \$9,9999.99 | XXXXXXXXXXXXXXXX |
| Xxxxxxxx  | MM/DD/CCYY | XXXXXXXXXXXXX | \$9,9999.99 | XXXXXXXXXXXXXXXX |
| Xxxxxxxxx | MM/DD/CCYY | XXXXXXXXXXXXX | \$9,9999.99 | XXXXXXXXXXXXXXXX |
| Xxxxxxxx  | MM/DD/CCYY | XXXXXXXXXXXX  | \$9,9999.99 | XXXXXXXXXXXXXXXX |
| Xxxxxxxxx | MM/DD/CCYY | XXXXXXXXXXXXX | \$9,9999.99 | xxxxxxxxxxxxxxx  |

NOTE: The lender shown submitted the default claim on the FISL, Direct, or FFEL, but may not be the lender that made the loan. If Perkins or POVR (grant claim), the school listed made the loan or grant. The school is the most recent one you attended. If no school is named, request documents from the customer service contact listed above.

\$9,9999.99

\$9,9999.99

\$9,9999.99

xxxxxxxxxxxxxxx

XXXXXXXXXXXXXXX

xxxxxxxxxxxxxx

CUSTOMER SERVICE NUMBER: PCA telephone number will display here

ENCLOSURES: Request for Hearing Form (RFH)

Financial Disclosure Form

MM/DD/CCYY xxxxxxxxxxxxxxx

MM/DD/CCYY xxxxxxxxxxxxxxx

MM/DD/CCYY xxxxxxxxxxxxxx

# Request for Hearing (RFH) Form

### REQUEST FOR HEARING

If you object to garnishment of your wages for the debt described in the notice, you can use this form to request a hearing. Your request must be in writing and mailed or delivered to the address below.

| Your Name:                            | SSN: | _  |
|---------------------------------------|------|----|
| Address:                              |      | _  |
| Telephone:                            |      | -7 |
| Employer:                             |      |    |
| Address:                              |      |    |
| Telephone:                            |      |    |
| Beginning Date of Current Employment: |      | =  |

( ) CHECK HERE if you object that garnishment in amounts equal to 15% of your disposable pay would cause financial hardship to you and your dependents. (To arrange voluntary repayment, contact customer service at the number below.)

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You must complete either the enclosed **FINANCIAL DISCLOSURE FORM** or a Financial Disclosure Form of your choosing to present your hardship claim. You must enclose copies of earnings and income records, and proof of expenses, as explained on the form. If your request for an oral hearing granted, you will be notified of the date, time, and location of your hearing. If your request for an oral hearing is denied, ED will make its determination of the amounts you should pay based on a review of your written materials.

- 1) NOTE: You should also state below any other objections you have to garnishment to collect this debt at this time.
- 2) NOTE: IT IS IN YOUR INTEREST TO REQUEST COPIES OF ALL DOCUMENTATION HELD BY ED BY CALLING THE CUSTOMER SERVICE NUMBER LISTED ON THE ENCLOSED NOTICE PRIOR TO COMPLETING A REQUEST FOR HEARING.

| I. HEARING REQUEST (Check ONLY ONE of the following)  |
|---|
| ( ) I want a written records hearing of my objection(s) based on ED's review of this written statement, the documents I have enclosed, and the records in my debt file at ED.   |
| ( ) I want an in-person hearing at the ED hearing office to present my objection(s). I understand that I must pay my own expenses to appear for this hearing.   |
| I want this In-Person hearing held in: Atlanta, GA, Chicago. IL San Francisco, CA. (Check the location you wish for the hearing.)   |
| ( ) I want a hearing by telephone to present my objections. You must provide a daytime telephone number at which you can be contacted between the hours of 8:00 am to 4:00 pm, Monday through Friday. I can be reached at :() |
|   |

# II IF YOU WANT AN IN-PERSON OR TELEPHONE HEARING, YOU MUST COMPLETE THE FOLLOWING:

The debt records and documents I submitted to support my statement in Part III do not show all the material (important) facts about my objection to collection of this debt. I need a hearing to explain the following important facts about this debt: (**EXPLAIN** the additional facts that you believe make a hearing necessary on a separate sheet of paper. If you have already fully described these facts in your response in Part III, **WRITE HERE** the number of the objection in which you described these facts....)

**Note**: If you do not request an in-person or telephone hearing, we will review your objection based on information and documents you supply with this form and on records in your loan file. We provide an oral hearing to a debtor who requests an oral hearing and shows in the request for the hearing good reason to believe that we cannot resolve the issues in dispute by review of the documentary evidence, for example, when the validity of the claim turns on the issue of credibility or veracity.

III. Check the objections that apply. EXPLAIN any further facts concerning your objection on a separate sheet of paper. ENCLOSE the documents described here (if you do not enclose documents, ED will consider your objection(s) based on the information on this form and records held by ED).

For some objections you must submit a completed application. Obtain applications by contacting Customer Service at number below, or go to ED's website at:

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# $\underline{http://www.ed.gov/offices/OSFAP/DCS}, \ \ \textbf{select Forms, then select the application described for that objection.}$

| 1. ( ) I do not owe the full amount shown because I repaid some or all of this debt. (ENCI of the front and back of all checks, money orders and any receipts showing payments made   |               |
|---|---------------|
| of the debt.)   | to the notder |
| 2. ( ) I am making payments on this debt as required under the repayment agreement I rear<br>holder of the debt. (ENCLOSE: copies of the repayment agreement and copies of the front a<br>checks where you paid on the agreement.)  |               |
| 3. ( ) I filed for bankruptcy and my case is still open. (ENCLOSE: copies of any document that shows the date that you filed the name of the court, and your case number.)  | its from the  |
| 4. ( ) This debt was discharged in bankruptcy. (ENCLOSE: copies of debt discharge orderschedule of debts filed with the court.)   | r and the     |
| 5. ( ) The borrower has died. (ENCLOSE: CERTIFIED Copy of Death Certificate.) For L   | oans only.    |
| 6. ( ) I am totally and permanently disabled - unable to work and earn money because of a that is expected to continue indefinitely or result in death. Obtain and submit completed Total Permanent Disability Cancellation Request; must be completed by physician. For loans only   | al and        |
| 7. ( ) I used this loan to enroll in  | submit        |
| B. ( ) I used this loan to enroll in(school) on or about _ and I was unable to complete my education because the school closed. Obtain and submit co Discharge Application: Closed School. (ENCLOSE: any records you have showing your wi date.) For loans only.  | ompleted Loar |
| 9. ( ) This is not my Social Security Number, and I do not owe this debt. (ENCLOSE: a colriver's license or other identification issued by a federal, state or local government agency, your Social Security Card.)   |               |
| 10. ( ) I believe that this debt is not an enforceable debt in the amount stated for the reason the attached letter. (Attach a letter explaining any reason other than those listed above for your collection of this debt amount by garnishment of your salary. ENCLOSE any supporting the salary of the salary is a supporting the salary of the salary of the salary is a supporting the salary of the | our objection |
| 11. ( ) I did not have a high school diploma or GED when I enrolled at the school I attende guaranteed student loan. The school did not properly test my ability to benefit from the train Obtain and submit completed Loan Discharge Application: False Certification of Ability to Enclose any records you have showing your withdrawal date For loans only.  | ing offered.  |
| 12. ( ) When I borrowed this guaranteed student loan to attend(school), I condition (physical, mental, age, criminal record) that prevented me from meeting state requestreaming the occupation for which it trained me. Obtain and submit completed Loan Discharge (Disqualifying Status). For loans only.   | irements for  |
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only. Other requests shall be referred to the Federal Student Aid Acquisitions Group

PCA Procedures Manual for PCAs contracted by Federal Student Aid Last Revised: 3/15/19

13. ( ) I was involuntarily terminated from my last employment and I have been employed in my current job for less than twelve months. (Attach statement from employer showing date of hire in current job and statement from prior employer showing involuntary termination.)

14 ( ) I believe that \_\_\_\_\_\_\_(School) without my permission signed my name on the loan application, promissory note, loan check or electronic funds transfer (EFT) authorization. Obtain and submit

IV I state under penalty of law that the statements made on this request are true and accurate to the best of my knowledge.

DATE: \_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_

completed Loan Discharge Application: Unauthorized Signature / Unauthorized Payment. (Enclose any

SEND THIS REQUEST FOR HEARING FORM TO:

U. S. DEPARTMENT OF EDUCATION

PO BOX 5609

records you have showing your withdrawal date). For loans only.

GREENVILLE, TX 75403-5609

If you wish to arrange a voluntary agreement for payments in amounts equal to 15% of your disposable pay, do not use this form. Instead, call the Customer Service Number Below.

Customer Service: Collection Agency (999) 999-9999

Violation of any such agreement may result in an immediate order to your employer for garnishment of 15% of your disposable pay.

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

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# **U.S. Department of Education Financial Disclosure Statement**

To evaluate a hardship claim, ED compares the expenses you claim and support against averages spent for those expenses by families of the same size and income as yours. ED considers proven expenses as reasonable up to the amount of these averages. If you claim more for an expense than the average spent by families like yours, you must provide persuasive explanation why the amount you claim is necessary. These average amounts were determined by the IRS from different government studies. You can find the average expense amount that the Department uses at this website:

http://www.ed.gov/offices/OSFAP/DCS, then select "Administrative Wage Garnishment," and then select "COLLECTION FINANCIAL STANDARDS."

Provide complete information about your family income, expenses, and assets.

- Complete all items. Do not leave any item blank. If the answer is zero, write zero.
- Provide documentation of expenses. Expenses <u>may</u> not be considered if you do not provide documents supporting the amounts claimed. You must submit proof of Childcare/Other Caregiver expenses, in order to receive full credit for claimed caregiver cost. To obtain the form, contact Customer Service at: 1-800-621-3115 or go to ED website at: <a href="http://www.ed.gov/offices/OSFAP/DCS">http://www.ed.gov/offices/OSFAP/DCS</a>, then select "forms," then Declaration of Caregiver Services.
- Provide documentation of all sources of income. You must submit two (2) most recent pay stubs
  for yourself, spouse, and all sources of income in your household. You may submit last year's W-2's
  and 1040 Income Tax Filing as proof of household income. Failure to provide this information may
  result in a denial of your claim of financial hardship.

| Income             |  |
|--------------------|--|
| Name:              | Social Security No.:   |
| Address:           |  |
|                    | Phone:   |
|                    | County:  |
|                    | Date Employed:   |
| Employer Phone:    | Present Position:  |
| Gross Income: \$   | ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other   |
| Net Income: \$     | □ Weekly □ Bi-Weekly □ Monthly □ Other   |
| ***ENCLOS          | E A COPY OF YOUR TWO MOST RECENT PAY STUBS ***                                 |
| ***ENCLOSE LAST YI | EAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***                      |
|                    | (including yourself) Marital status:□ Married □ Single □ DivorcedSpouse's SSN: |
| Gross Income: \$   | □ Weekly □ Bi-Weekly □ Monthly □ Other   |
|                    | ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other   |
| ***ENCLO           | SE A COPY OF THE TWO MOST RECENT PAY STUBS ***                                 |

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Distribution authorized to the Department of Education and its Private Collection Agency contractors only. Other requests shall be referred to the Federal Student Aid Acquisitions Group

\*\*\*ENCLOSE LAST YEAR'S W-2s AND 1040, 1040A, 1040EZ or other IRS FILING\*\*\*

| Other contributing re                         | esidents:                                 | SSN:   |
|---|---|--|
| Gross Income: \$                              | □ Weel                                    | ekly   Bi-Weekly   Monthly   Other  Di-Weekly   Monthly   Other    |
| Net Income: \$                                | 🗆 Weekly 🛭                                | ☐ Bi-Weekly ☐ Monthly ☐ Other                                      |
|   |   | OF THE TWO MOST RECENT PAY STUBS ***                               |
| ***ENCLOSE I                                  | AST YEAR'S V                              | W-2s AND 1040, 1040A, 1040EZ or other IRS FILING***                |
| Other Income                                  |   |  |
|   | ☐ Week                                    | ekly 🗆 Bi-Weekly 🗖 Monthly 🗅 Other                                 |
|   |   | □ Bi-Weekly □ Monthly □ Other                                      |
| Interest: \$                                  | □ Weekly                                  | ☐ Bi-Weekly ☐ Monthly ☐ Other                                      |
| Public assistance:                            | \$  | ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other                             |
| Other: \$                                     | Describe:_                                | □ Weekly □ Bi-Weekly □ Monthly □ Other                             |
|   |   |  |
| Please State and Expl                         | ain Amounts De                            | Deducted from your pay on pay-stubs:                               |
| T :f- Tu annua a a                            |   | <b>¢</b>   |
| Life Insurance                                | ranca: ¢                                  | \$   |
| 401k:   |   |  |
| 401k:<br>Retirement                           | Φ   |  |
| Child Support:                                | \$  |  |
| Garnishment:                                  | \$  |  |
| Other:  | \$  |  |
|   |   |  |
|   |   |  |
| Monthly Expenses                              |   |  |
|   |   | 5  |
| CL. L. (CEND CODY                             | OF MODECA C                               | CE OD I FACE INCUDANCE MAINTENANCE DAVMENTO                        |
|   |   | GE OR LEASE, INSURANCE, MAINTENANCE PAYMENTS)                      |
| Rent/Mortgage: 2 <sup>nd</sup> home mortgage: |   | Paid to whom:  |
| Home insurance:                               |   | Paid to whom:  |
| Maintenance:                                  | \$  | Paid to whom:  |
| Other:  | \$  | Describe:  |
| Household expenses                            |   | <del></del>  |
| Food Expenses:                                |   | \$(Monthly)  |
| Housekeeping Supplie                          | s:  | \$(Monthly)  |
| Clothing & Cleaning:                          |   | \$(Monthly)  |
| Personal Care Services                        | and Expenses:                             | \$(Monthly)  |
| THURS (SEND COD                               | IEG OF BILLS                              |  |
| Utilities (SEND COP                           |   |  |
| Electric:<br>Water/Sewer                      | \$<br>\$                                  | _ Gas: \$<br>Garbage pickup: \$                                    |
| Basic telephone:                              |   |  |
| Describe:                                     | 70 To | - 10 SOSCIENT DANCE 10.50  |
|   |   |  |
| Medical (SEND COP                             | IES OF BILLS)                             |  |
| Insurance Premiums                            | \$  | _/per month (Only list payments <u>not</u> deducted from paycheck) |
| Bill payments                                 |   | _/per month (Only list payments not covered by insurance)          |
| Other:  | \$  |  |
| Transportation (SEND                          | COPIES OF CA                              | AR PAYMENT AGREEMENT OR BILLS)                                     |
| Tamoportunon (OBNO                            | COLIED OF CA                              | at and as at a   |
|   |   | 142   Pag  |
|   |   | ment of Education and its Private Collection Agency contractors    |
| only. Other requests s                        | man be referred t                         | to the Federal Student Aid Acquisitions Group                      |

| Number of cars   |  |  |                       |                  |                   |
|--|--|--|-----------------------|------------------|-------------------|
| 1 <sup>st</sup> Car payment:   | \$                                       | /per month   | 2ndCar payment:       | \$               | _ /per month      |
| Gas and oil:   | \$                                       | /per month   | Public transportation | on:\$            | /per month        |
| Car insurance:   | \$                                       | /per month   |                       |                  |                   |
| Other:   | \$                                       | Describe: _  |                       |                  | -                 |
| Child Care (SEND C   | OPIES OF B                               | ILLS, COURT O  | RDERS, CONTRAC        | CTS, DECLAR      | ATION OF          |
| CAREGIVER SERV   | ICES)                                    |  |                       |                  |                   |
| Child care:  | \$                                       | /per month   | Number of chil        | ldren:           |                   |
| Child support:   | \$                                       | /per month   | Number of chil        | ldren:           |                   |
| Other:   | \$                                       | /per month   | Describe:             |                  |                   |
| Based on this Statemon<br>I declare under penal-<br>knowledge and belief | ty of law that                           | the answers and  |                       |                  | the best of my    |
| Signature:   | 13 10000-000 000000000000000000000000000 | a Maria e de Courai do Maria Agua Ambrida y La <b>Mari</b> a de Courai d |                       | Date             |                   |
| Warning: 18 U.S.C. covers up by any tricl fraudulent statement both."    | k, scheme, or                            | device a material  | fact, or makes any r  | naterially false | e, fictitious, or |
| Complete, sign, and r  | eturn the req                            | uested informatio  | n to:                 |                  |                   |
|  | DED   DET -                              |  |                       |                  |                   |

U. S. DEPARTMENT OF EDUCATION PO BOX 5609 GREENVILLE, TX 75403-5609

This request is authorized under 31 U.S.C. 3711, 20 U.S.C. 1078-6, and 20 U.S.C. 1095a. You are not required to provide this information. If you do not, we cannot determine your financial ability to repay your student aid debt. The information you provide will be used to evaluate your ability to pay. It may be disclosed to government agencies and their contractors, to employees, lenders, and others to enforce this debt; to third parties in audit, research, or dispute about the management of this debt; and to parties with a right to this information under the Freedom of Information Act or other federal law, or with your consent. These uses are explained in the Federal Register of June 4, 1999, Vol. 64, p. 30166, revised Dec. 27, 1999, Vol. 64, p. 72407. We will send a copy at your request.

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

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## 7.0 - Appendix G - Non-Compliance Employer Materials

### NCE Referral Cover Sheet

| EMPLOYER NAME:          |       |                       |
|-------------------------|-------|-----------------------|
| EMPLOYER STREET ADDRESS |       |                       |
| CITY                    | STATE | ZIP CODE              |
| BORROWER'S NAME:        |       |                       |
| BORROWER NUMBER:        | 92    | CCOUNT LOCATION CODE: |

### **Contractor Requirement(s):**

Step 1: Review the Historical Events and Letter history to ensure the following:

- Review the Historical Events screen to ensure the borrower has no outstanding dispute / issues
  regarding the past due status, amount, validity or enforceability of the debt(s).
- Review the Letter History screen for any new Welcome Letter Initial Contact To Pay Debt (OP01)
   Notice(s) being issued, which would indicate that all debt(s)have not been certified to the employer
   for garnishment.

Step 2: Verify with the employer and clearly document the following information on the Historical Events Screen:

- The date you verified this information.
- · Borrower is currently employed.
- The name and position of the person contacted in the employer payroll or personnel office that verified the receipt of the Withholding Order(s) and that you clarified the regulations and consequences of non-compliance.
- The Employer Name and FEIN/ P-FEIN
- The employer is not located on or own / operated by an Indian Reservation requiring the Tribal Court
  to be served. Furthermore, the contractor must confirm that the Tribal Court will not honor ED's
  Withholding Order.
- Re-verify the employer legal mailing address and the name of the register agent.
- Document the reason for the employer's refusal to comply with the Withholding Order.
- Update the dates of all communication with the employer.

I certify that all the above requirements have been met, and the information clearly and properly updated to the Historical Events Screen.

| Name:    | Date: |  |
|----------|-------|--|
| INAHIIC. | Date. |  |

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# NCE Referral Checklist (Part A)

| EMPLOYER NAME:   |  |            |            |      |
|--|--|------------|------------|------|
| EMPLOYER STREET ADDRESS  |  |            |            |      |
| CITY   | STA  | TE         | ZIP CODE   |      |
| NAME OF RESPONSIBLE OFFICIAL AT THE COMPA                                  | ANY/CORI   | PORATION:  |            |      |
| BORROWER'S NAME:   |  |            |            |      |
| BORROWER NUMBER:   |  | ACCOUNT LO | OCATION CO | DDE: |
| REQUIRED ACTIONS   |  |            | YES        | NO   |
| Were all telephone contact(s) made with the em                             | Were all telephone contact(s) made with the employer documented on |            |            |      |
| the Historical Events window?  |  |            |            |      |
| Did the employer confirm receipt the withholding order?                    |  |            |            |      |
| Did the employer verify their name, address, telephone numbers and         |  |            |            |      |
| point of contact?  |  |            |            |      |
| Did the employer verify that the borrower was not employed and             |  |            |            |      |
| working on an Indian reservation and the withholding order was             |  |            |            |      |
| addressed to the Tribal Court for servicing and that the Tribal Court will |  |            |            |      |
| honor ED's withholding order?  |  | 0.000      |            |      |
| Did the employer verify that the borrower did not have another             |  |            |            |      |
| garnishment order(s) in excess of 25% of the borrower's disposal pay?      |  |            |            |      |
| Are there any new debt(s) (OP01 Letter(s)) since withholding order?        | the issua  | nce of the |            |      |
| Were there any recent employer payment(s) received on the account          |  |            |            |      |
| within the last 60 days and the current balance is greater than            |  |            |            |      |
| \$3,500.00?  |  |            |            |      |

# NCE Referral (PART B)

AGENCY\_\_\_\_

| Debtor:                                   | Borrower Number: |          |
|---|------------------|----------|
| Account Balance:                          | _                |          |
| Employer Name:                            |                  |          |
| Company FEIN/P-FEIN:                      |                  | ***      |
| Registered Agent / Sr. Officer:           |                  |          |
| Legal Mailing Address:                    |                  | <u> </u> |
| City, St. Zip Code:                       |                  |          |
| Company Telephone:                        | Fax No#          |          |
| Last Person Contacted:                    |                  |          |
| Date Of Contact:                          |                  |          |
| Withholding Order Received: Circle: Yes / | No               |          |
| Reason Given For Non-Compliance:          |                  |          |
|   |                  |          |
|   |                  |          |
|   |                  |          |
|   |                  |          |
|   |                  |          |
| Submitted By:                             | Date:            |          |
| Telephone Number                          |                  |          |

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## 7.0 - Appendix H - AWG Tags

The following AWG tags will indicate the status of AWG from initiating to garnishment. Also, they will indicate if there is a hearing request; the outcome; and if there is a suspension. Tags cannot be applied manually; they are the result of an AR Event.

| Tag      | Outcome  |  |  |
|----------|--|--|--|
| bAWGStat | AWG Workflow Status - Accounts are placed here to generate the First Notice to the borrower advising him/her of ED's intent to garnish wages, and their appeal rights.   |  |  |
| bAWGPnAd | Postponing pending a good address  |  |  |
| bAWGInit | Initial Prehearing Status - Upon approval by an ED Official, the Notice of Proposed Wage Garnishment (WG19) is sent to the borrower  |  |  |
| bAWGFVal | Ready for FSA validation   |  |  |
| bAWGRej  | Request rejected by FSA in validation  |  |  |
| bAWGGm   | Borrower is approved for garnishment   |  |  |
| bAWGNtc1 | Notice 1 sent to Employer  |  |  |
| bAWGNtc2 | Notice 2 sent to Employer  |  |  |
| bAWGENC  | Employer Non-Compliant   |  |  |
| bAHrStat | AWG Hearing Status   |  |  |
| bAWGIRvw | Internal Review for Hearing  |  |  |
| bAWGIRes | Internal Research for Hearing  |  |  |
| bAWGFRvw | FSA Review   |  |  |
| bAWGIRev | Internal Revision  |  |  |
| bAWGFSpv | FSA Supervisor Review  |  |  |
| bAWGFDif | FSA Difficult Work Queue   |  |  |
| bAWGHrCp | Hearing Complete   |  |  |
| bAWGCond | AWG Active Status  |  |  |
| bAWGActv | AWG or AWG In-process is currently active  |  |  |
| bAWGSusp | AWG or AWG In-process is currently suspended   |  |  |
| bAWGStop | There is a request to immediately Stop AWG   |  |  |
| bAWGHrRq | AWG Hearing Request Status   |  |  |
| bAWGOnTm | Hearing request received on time   |  |  |
| bAWGLate | Hearing request received untimely  |  |  |
| bAWGNoRs | Hearing request never responded to   |  |  |
| bAWGDec  | AWG Position Decision  |  |  |
| bAWGFH   | Full Hardship  |  |  |
| bAWGPH   | Partial Hardship – Partial hardship; borrower can afford to repay a reduced amount; FSA  |  |  |
|          | will reduce garnishment  |  |  |
| bAWGFF   | Favorable Finding  |  |  |
| bAWGGUF  | Unfavorable Finding  |  |  |
| bAWGSpRs | AWG Suspension Reason  |  |  |
| bAWGLex  | Legal Exclusion - Accounts that are not subject to garnishment due to a legal exclusion: involuntary separated from previous employment and employed less than 12 months in current position.  |  |  |
| bAWGNLE  | No Longer Employed – Borrower is no longer employed.   |  |  |
| bAWGVPA  | Voluntary Payment Agreement – Voluntary repayment arrangement with ED/its' representative to pay 15% of their disposable pay voluntarily. If the borrower fails to honor the agreement, 61 days later a garnishment order is automatically sent to employer. |  |  |
| bAWGTmHr | Timely Hearing Request Received - Timely request with objection(s) other than Financial  |  |  |

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|                 | Hardship  |  |  |
|-----------------|---|--|--|
| bAWGVR          | Validation Reject   |  |  |
| bAWGDCIm        | Discharge Claim being reviewed  |  |  |
| bAWGCRsn        | AWG Certification Reason  |  |  |
| bAWGNwRq        | New request   |  |  |
| bAWGPHRC        | Partial Hardship Recertification - Partial hardship; borrower can afford to repay a reduced amount; FSA will reduce garnishment; Final Order of Withholding sent to employer. |  |  |
| <b>bAWGFHRC</b> | Full Hardship Recertification   |  |  |
| <b>bAWGNwHC</b> | New Hardship Claim - Timely request for hearing, claiming financial hardship only   |  |  |
| bAWGIP          | Borrower is in process of getting put on AWG  |  |  |
| bAWG            | Borrower is officially an AWG participant   |  |  |
| bAWGHold        | Borrower's active AWG participation on hold   |  |  |
| bAWGH           | Indicates that the AWGH document has been received  |  |  |
| iQCList         | Internal QC Indicator   |  |  |
| iQLAWG          | Indicates that an internal AWG work item can be placed into the Internal Quality Control Queue  |  |  |
| eQCList         | External QC Indicators  |  |  |
| eQLAWG          | Indicates that an External (FSA) AWG work item can be placed into the External Quality Control Queue  |  |  |
| dAWGIP          | Debt is in process of getting put on AWG  |  |  |
| bAWG            | Debt is officially on AWG   |  |  |

## 8.0 TREASURY OFFSET PROGRAM(TOP)

Under the Treasury Offset Program (TOP), the Bureau of the Fiscal Service, Department of the Treasury (Treasury) offsets federal and some state payments owed to a borrower. While the most common type of federal payment offset is federal income tax refunds, many other types of payments, including vendor payments and monthly Social Security benefit payments are also eligible for full or partial offset. In addition to federal payments, state payments, such as state tax refunds and vendor payments, may be offset in TOP.

FSA must request Treasury offset through a certification process. PCAs must provide accurate information about Treasury offsets and the borrower's Treasury offset certification status.

FSA does not pay collection costs on payments received through Treasury offset.

See 22.0 - CONTACTS for the FSA contact for TOP Hearings process and hardship claims.

Note: One of the most common complaint against PCAs that FSA receives is that the PCA wrongly told the borrower offsets can be avoided by simply making payments.

## 8.1 65-day Notice

At least 65 days prior to certifying an account for Treasury offset, FSA must send the borrower a 65-day notice(OF01, WEL1, WELC, TOP1 or TOPC), which consists of a debt statement and three inserts (Notice of Proposed Treasury Offset, a Request for Review (RFR) and a Request for Documents (RFD) form. This notice informs the borrower of his/her rights to:

- Inspect copies of the records that FSA holds (including promissory notes);
- · Enter into a voluntary repayment plan in order to avoid offset; and
- Request an FSA review of the borrower's objections to the debt's enforceability. (If the borrower
  requests a review/hearing within 65 days of the notice, FSA must conduct the review before
  certifying the account.)

TOP 65-day notices are mailed as soon as a debt loads onto DMCS. Notices describing any loan that was not certified or that were inactivated will be mailed as soon as the loan becomes eligible for TOP certification (e.g., borrowers who were in bankruptcy when the annual notices were being sent).

Note: TOP 65-day notices sent under the old annual process will often show up with a blank address line; in these instances, the notice was sent to the address that IRS had on file for the borrower.

If the PCA is contacted by the borrower within the 65-day period, the PCA must remind the borrower that he/she may avoid being certified for offset by entering into a voluntary repayment plan as described below in section 8.2.

PCAs must supply the borrower with copies of any records (usually promissory notes) that he/she requests. However, PCAs do not need to protect these accounts from certification nor keep special track of these requests.

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If the PCA receives a written RFR objection, the PCA must immediately, via overnight delivery service, forward the request to:

U.S. Department of Education

ATTN: Workflow

6201 Interstate 30 Highway

Greenville, TX 75402

\*\*\*Should not contain payments

The PCA must mail each request for review in separate packaging and include a cover sheet indicating "TOPRFR."

## 8.2 Avoiding Certification for Tax Offset

If the borrower wants to avoid being certified for tax offset during the 65 Day period they can do so by entering into an approved voluntary repayment agreement or submit an RFR of their objections by the notice deadline.

### 8.2.1 Avoiding TOP through Approved Voluntary Repayment

If a borrower wishes to avoid certification for tax offset by setting up voluntary repayments then they must make arrangements for all loans that are included in the 65 day notice which means if they have some loans that are not eligible for repayment in one program than they need to make sure that those loans are set up for a different repayment type that they are eligible for, otherwise the loans that are not included in the repayment plan will still be subject to offset. Any plan must have been approved by the PCA after which the borrowers and the PCA must ensure that all of the following happen by the notice deadline.

The borrower's responsibilities:

- Ensure that all financial documentation required to calculate an approved payment amount has been received, and a payment plan has been approved by the PCA;
- Make the first payment required under the repayment schedule by the notice deadline, meaning the payment must be posted no later than 65 Days from the date on the TOP 65-day notice and it must be on time (within 20 days of the due date). This means that if a borrower sets the 1<sup>st</sup> payment due or makes the 1<sup>st</sup> payment after day 65, it will not stop the account from being certified. (FSA will not certify the account until Day 72 to allow time for payments received on the due date to post)

To continue to avoid offset the borrower must continue to make all required payments within 20 days of the due date for that billing schedule until the account is out of default or paid/settled in full

If the borrower becomes delinquent on the payment schedule, FSA will refer the account for offset without any further notice or warning.

The PCAs responsibilities:

 Create or update the Payment Schedule on DMCS by the 71st day after the 65 Day notice was sent. The PCA should only do so after receiving and reviewing all of the required financial documentation needed for that program and approving a monthly amount that is consistent

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with the terms of that repayment plan. If it is a payment in full or compromise then no financial documentation is required.

If the PCA fails to enter the payment schedule onto DMCS by the 72<sup>nd</sup> day, the account will be certified for offset even if the borrower had submitted the required payments. If this happens the PCA must:

- 1. Immediately set the borrower up on the agreed upon payment schedule in DMCS; and
- 2. Apply the "bHldGen3" tag (see below instruction) on the account in DMCS and set the expiration date for 30 days out from the date you are applying the tag. This will temporarily suspend an offset from occurring;
- send an email to the Maximus addressees below with the borrower name and DMCS number. The subject line must be "TOP 65 Day Notice Request" and the body should state that you are requesting that the borrower be sent a new 65-day notice;

RachelEychner@Maximus.com

AmberLSkinner@Maximus.com

SamanthaJones@Maximus.com

CheriPalmiotto@Maximus.com

DMCSTraining@Maximus.com

- 4. Ensure that the 65-day notice has been sent. The notice being sent is what will reset the borrowers account and allow TOP certification to be inactivated as long as the borrower continues to make timely qualifying payments;
- 5. The offset should be inactivated by the 72<sup>nd</sup> day of the date the 65-day notice was sent. The PCA should check the borrower payments and the payment schedule just prior to the 72<sup>nd</sup> day to ensure everything is still in order;

### How to apply the bHldGen3" tag:

If there is not an active hold tag, apply this tag via the following steps:

a. Click Actions in the Upper Right corner of the DMCS Screen

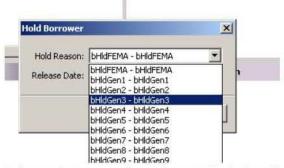


Then click Hold Borrower

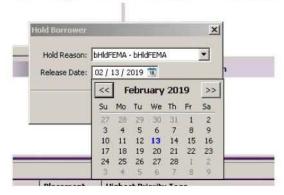


<sup>\*</sup>Note: If a complaint was filed see chapter 15 for instruction on what will need to be done.

c. From the drop down box select the bHldGen3 tag



d. Select a date a month out from today's date (e.g. if today is February 11, 2019, then Select March 11, 2019)- this will prevent the borrower form being offset until after March 11, 2019. Select OK. This will give us time to complete our review of the account



e. The historical events will automatically populate with a note similar to the one above.

### 8.2.2 Avoiding TOP through RFR

If a borrower wishes to avoid certification for tax offset by submitting an objection to the amount or existence of the debt(s) then they have the right to do so. The objections should be in writing and should indicate if it is all of the debts or only some of the debts they are objecting to.

PCAs should advise the borrower that it is FSA who makes the determination on any written objections received and not the PCA, and that the borrower should:

- Carefully read and follow the instructions provided in the TOP 65 Day Notice and inserts
- Complete the Request for Review (RFR) form that was included in the 65 Day Notice package to
  identify the borrower's objection(s) to offset. Note: financial hardship is not grounds for
  objecting to offset; borrowers claiming hardship should enter into a reasonable and affordable
  repayment agreement to avoid offset.
- Attach any proof required for each objection marked (the required proof is explained on the RFR form for each objection). The PCA should explain to the borrower that submitting just the RFR form, without additional required documentation, will likely not prevent offset
- Submit the RFR and required documentation as early as possible to:

U.S. Department of Education Default Resolution Group P.O. Box 5227 Greenville, TX 75403-5227

\*Note: It must be postmarked no later than 65 days from the date on the 65 Day Notice to prevent offset.

If FSA denies the borrower's objections to offset, FSA will notify the borrower of this in writing and the borrower will have an addition 36 days from the date of FSA's decision to enter into a voluntary repayment agreement and avoid offset. All of the following must occur by the 36<sup>th</sup> day in order for the borrower to avoid offset:

- The borrower must submit all documentation required for the PCA to calculate an approved payment amount
- The PCA must set up a payment schedule on DMCS
- The borrower's first payment must be posted to DMCS (meaning payments sent by mail must allow for mailing and processing time)

## 8.3 Inactivating offsets through Rehabilitation

If a borrower has been certified for TOP and Social Security Administration (SSA) offsets, they can be inactivated if the borrower enters into a voluntary repayment plan with the PCA and makes 5 on time, qualifying payments in this program and meets all of the other requirements to have the offset inactivated. What is required of the PCA can be found in section 2.6 Rehabilitation and offsets.

#### 8.4 Certification

72 days after the notice is sent, FSA will certify for offset eligible accounts where a review is not pending or where the borrower has not entered into an approved repayment agreement and started making payments.

On DMCS, a value of "Active" in the "Active Indicator" field of the ED TOP Borrower Summary screen indicates that the borrower is certified and that Treasury will offset eligible payments.

A status of "In Progress" means that the 65 day notice will be sent or has been sent, and a status of "Activation Request Pending" means FSA is notifying Treasury to activate the account for offset within one week.

If an offset occurs, the offset amount will appear on the DMCS Financial Transactions Pane.

With limited exceptions, once FSA certifies an account for offset, that account will remain certified until the account is resolved, or inactivated as legally required by law (such as active bankruptcies). Accounts will also be inactivated once the borrower makes five payments toward rehabilitation (see Chapter 2 for additional details) or the account is certified for consolidation (see Chapter 3).

After an account is certified for offset, except as noted above, the PCA must remind the borrower that entering into a voluntary payment agreement will not stop future offsets.

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The Default Resolution Group will recall SSA offset accounts from the PCA if there is no evidence that the PCA is actively working toward resolution, so PCAs must promptly annotate the account with contact attempts and updates.

If an offset posts with an effective date that is earlier than the consolidation payment or rehabilitation payment, the overpayment will be credited to the borrower's loan and the PCA's commission will be reduced.

### 8.5 Notification of Offset

Treasury will notify the borrower in writing each time an offset is processed. The borrower may receive this notice (see end of chapter) one to two weeks before the offset posts onto the TOP Borrower Information UDP/Financial Transactions Pane. The date on the notice is typically the effective date of the offset.

### 8.6 Inactivation

Once an account is satisfied (paid in full, compromised, consolidated, rehabilitated, discharged), FSA will notify Treasury to inactivate the account. However, if a GA has also certified the account for TOP, and the borrower asks about that account, the borrower should be referred to the GA to resolve the GA account.

Once inactivated, the "Active Indicator" field of the ED TOP Borrower Summary screen will show "Inactive."

Inactive debts will display an exclusion reason in the Debt Summary area of the ED TOP Borrower Summary screen.

If the borrower contacts the PCA, the PCA must remind the borrower that it take three weeks for Treasury to inactivate the account and borrowers may contact Treasury at 1-800-304-3107, to verify their account certification status.

### 8.7 Requests for Hardship Refunds

FSA seldom refunds, all or a portion of, a borrower's income tax refund. The borrowers must be facing eviction or foreclosure and show proof of extreme hardship in order to be reviewed for a possible hardship refund of a tax offset. Extreme hardship is evaluated on a case-by-case basis.

If the borrower contacts the PCA or states the offset is causing a hardship the PCA should:

- Explain to the borrower that the PCA does not have any authority to suspend or refund offsets;
- Refer the borrower to the Default Resolutions Group (DRG) at (800) 621-3115; and
- Annotate DMCS with summary of conversation

### 8.8 TOP Reversals

### 8.8.1 Injured Spouse Claims

When Treasury offsets an income tax refund for a return that was filed jointly, Treasury offsets the entire refund.

If the PCA is contacted by a borrower whose spouse wishes to claim his/her portion of the refund, the PCA must advise the borrower that:

- not all individuals qualify for such a refund;
- the non-liable spouse may claim his/her portion by filing an injured spouse claim (IRS Form 8379
   Injured Spouse Allocation) with the IRS; and
- the form can be obtained from the IRS or from the Default Resolution Group, but must be submitted to the IRS.

If the IRS honors the injured spouse claim, some or all of the original offset will be debited to the borrower's account balance in the form of a TOP reversal transaction, meaning the borrower's balance will increase and the borrower will be required to pay or otherwise resolve the amount of TOP reversal, plus any associated interest and collection costs.

Borrowers filing joint state tax returns should check with their state's department of taxation to determine if similar relief is available for state refunds.

#### 8.8.2 Other TOP reversals

TOP reversals may occur for reasons other than injured spouse claims such as processing errors, or debts with a higher priority that should have received the offset. As with Injured Spouse reversals, the borrower is responsible for the amount of the reversal, plus any interest and/or collection costs that are added because of the balance increase.

## 8.9 Reduction and suspension of monthly offsets

In cases of financial hardship, borrowers may request a reduction of the amount of regular monthly offsets, such as offsets of SSA and Office of Personnel Management benefit payments and stipends.

In addition, FSA may temporarily suspend offset while the borrower pursues a disability or other discharge.

The PCA must refer borrowers to the Default Resolution Group (800) 621-3115, to request suspension or reduction of offset.

FSA will recall SSA offset accounts from the PCA if there is no evidence that the PCA is actively working toward resolution, so PCAs must promptly annotate the account.

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## 9.0 LITIGATION

If a PCA is unable to recover funds through available collection tools, the PCA may refer debts to FSA for litigation. FSA will consider litigation submissions accepted by FSA to be administrative resolutions and will pay an administrative fee.

### 9.1 Requirements for Litigation Referral

Before referring accounts to FSA for litigation, the PCA must confirm the following:

- Minimum principal balance of \$25,000.00 for U.S. Attorney's Offices.
- Minimum principal balance of \$600.00 for Private Counsels that have contracts with DOJ to collect defaulted student loans. A list of Private Counsel Districts is provided below.
- Credit Bureau Report (CBR) within 30 days of Certificate of Indebtedness (COI) prepared date.
- Home address verification within 30 days of COI prepared date. No P.O. Box addresses.
- Borrower must be self-employed or own real property. Employment and/or real property must be verified within 30 days of the COI prepared date. Open mortgages must be in good standing. Real property value must be at least \$50,000.00.
- Debts must have been on FSA's DMCS system for a minimum of three (3) years.
- No TOP offset posted in the last two (2) years.
- No payments posted within 60 days.
- No unresolved disputes. Check Historical Events window to verify that all disputes are settled.
- No bankruptcies filed in the last two (2) years.
- No unresolved bankruptcies
- No pseudo SSN accounts
- No borrowers that are federal employees.
- No borrowers living on Indian Reservations or living in foreign countries.
- No accounts with incorrect balance accounting. Examples: 1) debt with negative (or interest only) balance, 2) consolidated debt with positive or negative balance. If a debt has been consolidated, the PCA must close it as CN and adjust the balance to zero.
- No accounts with bad data on the system. For example, disbursement date is one day before default date.
- No referrals with judgments (judgments do not expire under federal law, even though the PCA will see
  expiration dates on DEBTINFO. Check Historical Events window for judgments already obtained by DOJ,
  and check DEBTINFO and CBR for judgments obtained by schools and guaranty agencies).
- No accounts will be litigated where borrower has already paid more than the guaranty agency paid claim
- Accounts returned from DOJ, for any reasons, are not to be referred to DOJ again (check Historical Events window).
- All available FSA collection efforts, including Treasury offset and administrative wage garnishment,
   should be exhausted prior to preparing the case for litigation. Litigation is a collection tool of last resort.
- At this time, FSA is only accepting referrals for Direct Consolidation loans that were obtained via the Loan Consolidation Web site and have only the signature page of the promissory note in our records for promissory notes that were executed between 4/22/2002 and 8/12/2005.

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### 9.2 Private Counsel Districts

The following Department of Justice Districts have private counsel contracts and will accept a lower principal balance for referral. The PCA can identify the District in which the borrower resides by using the Department of Justice District Zip Code Directory.

| 1.  | Central District of California (Los Angeles)    | DOJCA08A |
|-----|---|----------|
| 2.  | Northern District of California (San Francisco) | DOJCA10A |
| 3.  | District of Columbia (Washington, DC)           | DOJDC15A |
| 4.  | Middle District of Florida (Tampa)              | DOJFL16A |
| 5.  | Southern District of Florida (Miami)            | DOJFL18A |
| 6.  | Northern District of Illinois (Chicago)         | DOJIL26A |
| 7.  | Eastern District of Michigan (Detroit)          | DOJMI41A |
| 8.  | District of New Jersey (Newark)                 | DOJNJ52A |
| 9.  | Eastern District of New York (Brooklyn)         | DOJNY54A |
| 10. | Northern District of New York (Syracuse)        | DOJNY55A |
| 11. | Western District of New York (Buffalo)          | DOJNY57A |
| 12. | Eastern District of Pennsylvania (Philadelphia) | DOJPA68A |
| 13. | Western District of Pennsylvania (Pittsburgh)   | DOJPA70A |
| 14. | South Carolina                                  | DOJSC73A |
| 15. | Northern District of Texas (Dallas)             | DOJTX79A |
| 16. | Southern District of Texas (Houston)            | DOJTX80A |
|     |   |          |

## 9.3 Preparing and Submitting the Litigation Package

The PCA must prepare the litigation packages in accordance with the instructions provided by FSA's Litigation Support Unit. If the litigation package is not complete and accurate it will be rejected back to the PCA for additional work. The PCA must provide:

- borrower's employment and real property information;
- property value of at least \$50,000.00;
- home address verification within 30 days of COI prepared date that must match the borrower.
   NOTICE REQUESTS must not be undeliverable;
- phone number, home or work, verification within 30 days of COI prepared date;
- employment and/or real property verification within 30 days of COI prepared date for ALL referrals. The known and verified property should be listed in the CCLR, Block 25;
- prepared Litigation Package Cover Sheet in duplicate;
- printed litigation package documentation placed inside a manila file folder, without holes punched, and without fastener;
- completed COI;
- beginning the 1st of June of each year, do not prepare a variable interest rate COI (do not submit the litigation package) until the new rate is updated in system—see DEBT DETAIL – OVERVIEW;
- completed Claims Collection Litigation Report (CCLR). The requested information on the report must be provided as directed.

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- Credit Bureau Report (CBR) within 30 days of COI prepared date;
- screen print reports of account collection records dated same as COI prepared date for the following windows:
  - Borrower Information
  - Borrower Address History
  - Debt Detail (Direct, FFEL, FISL, Perkins)
  - Debt Information
  - Debt Overview
  - Financial Transactions
  - Historical Events
- copies of all Applications and Promissory Notes. All Applications and Promissory Notes must be fully legible. Indemnifications in lieu of Promissory Notes are not acceptable for litigation.
- copies of Student Loan Applications, Claims for Insurance Payments and assignment documentation, if available.
- copies of disputes from borrowers, with FSA responses; and
- copies of first and last demand letters along with the dates the letters were sent to borrower.
   The letters must be legible. Mark each of the letters with a letter code as noted on NOTICE REQUESTS. For example, for a particular collection agency, under field document should be an initial demand letter.

The PCA does not have to include resolved debts in the package.

The PCA must allow 30 days from the date of final demand for borrower to respond, before preparing the litigation package. Letter series should include a "call me" type letter, as well as pre-litigation or intent to litigate letter.

PCAs can obtain electronic copies of the materials needed to complete a litigation referral package. The following materials can be obtained from the Litigation Support Team in San Francisco:

- Department of Justice District Zip Code Directory
- Template of CCLR
- RDL files needed to Screen Print Reports
- FLU Directory
- San Francisco Litigation Support Directory
- Cofl Templates

The PCA must update any information contained in the package that becomes outdated due to non-compliance by the PCA.

PCAs must mail the litigation package to:

U.S. Department of Education Litigation Support 50 Beale St. #8629 San Francisco, CA 94105

The PCA should note DMCS that they have prepared and sent the Litigation Package for review

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The PCA should suspend collection efforts once the litigation package has been sent to FSA, until they have received confirmation of the outcome of the litigation review.

## 9.4 FSA Litigation Responsibilities

Once FSA receives the litigation package, they should review it and provide the outcome within 30 business days of receipt of the package.

If he litigation package is approved the account will be recalled (with what recall code) and sent to DOJ. If the package was rejected and can be resubmitted FSA will send an email (Chad- how do you know who to email) with the reasons and what needs to be fixed

If the package is rejected and cannot be resubmitted FSA will return the package to the PCA with the reason noted on the cover sheet.

If the PCA has not received a response to the package within 35 business days they can contact FSA to follow up on their review. See chapter 22 for contact information.

## 9.0 - Appendix A - Litigation Package Cover Sheet

| PCA Quality Assurance:            | DOJ District Work Queue:   |
|-----------------------------------|--|
| Nan                               | ne/initials  |
| U.S. DEPARTMENT OF EDUCATION      | ON   |
| LITIGATION PACKAGE COVER SH       | EET  |
| Agency Name:                      | Agency Code:   |
| DATE                              |  |
| BORROWER'S NAME:                  |  |
| BORROWER'S SSN:                   |  |
| This sheet should be made in du   | plicate and package should contain the following:                    |
| A. Certificate of Indebtedness    | (COI)  |
| B. Claims Collection Litigation I | Report (CCLR)  |
| C. Credit Bureau Report           |  |
| D. Debt Management and Colle      | ection System (DMCS) Reports – BORROWER INFORMATION,                 |
| BORROWER ADDRESS HISTO            | DRY, DEBT DETAIL (DIRECT, FFEL, FISL, or PERKINS), DEBT INFORMATION, |
| DEBT OVERVIEW, FINANCIA           | L TRANSACTIONS, and HISTORICAL EVENTS.                               |
| E. Copy of Promissory Note(s)     | and other documentation and correspondence if available              |
| F. Copy of First and Last Dema    | nd Letters   |
| FOR FSA USE ONLY                  |  |
| ACCOUNT WILL BE REJECTED/RE       | TURNED FOR THE FOLLOWING REASON:                                     |
|                                   |  |
| ACCOUNT WILL BE ACCEPTED _        | DATE OF ACCEPTANCE   |
| Signature of Loan Analyst Review  | wing   |

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## 9.0 - Appendix B - DOJ Judicial District-Work Queue Table

- 1. Find the borrower's zip code noted on the BORROWER pane, and see the NCIFZipCodeTable.xls and FLU Directory files to obtain the DOJ Judicial District.
- 2. Find the Work Queue for that DOG Judicial District in the table below.

| Work Queue | DOJ Judicial District | Tag  |
|------------|-----------------------|------|
| DOJAK04A   | AK                    | bAK  |
| DOJAL01A   | ALM                   | bALM |
| DOJAL02A   | ALN                   | bALN |
| DOJAL03A   | ALS                   | bALS |
| DOJAR06A   | ARE                   | bARE |
| DOJAR07A   | ARW                   | bARW |
| DOJAZ05A   | AZ                    | bAZ  |
| DOJCA08A   | CAC                   | bCAC |
| DOJCA09A   | CAE                   | bCAE |
| DOJCA10A   | CAN                   | bCAN |
| DOJCA11A   | CAS                   | bCAS |
| DOJCO12A   | со                    | bCO  |
| DOJCT13A   | СТ                    | bCT  |
| DOJDC15A   | DC                    | bDC  |
| DOJDE14A   | DE                    | bDE  |
| DOJFL16A   | FLM                   | bFLM |
| DOJFL17A   | FLN                   | bFLN |
| DOJFL18A   | FLS                   | bFLS |
| DOJGA19A   | GAM                   | bGAM |
| DOJGA20A   | GAN                   | bGAN |
| DOJGA21A   | GAS                   | bGAS |
| DOJGU22A   | GU                    | bGU  |
| DOJHI23A   | HI                    | ьні  |
| DOJIA30A   | IAN                   | bIAN |
| DOJIA31A   | IAS                   | bIAS |
| DOJID24A   | ID                    | bID  |
| DOJIL25A   | ILC                   | bILC |
| DOJIL26A   | ILN                   | bilN |
| DOJIL27A   | ILS                   | bils |
| DOJIN28A   | INN                   | bINN |
| DOJIN29A   | INS                   | bINS |
| DOJKS32A   | KS                    | bKS  |

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| Work Queue | DOJ Judicial District | Tag  |
|------------|-----------------------|------|
| DOJKY33A   | KYE                   | bKYE |
| DOJKY34A   | KYW                   | bKYW |
| DOJLA35A   | LAE                   | bLAE |
| DOJLA36A   | LAM                   | bLAM |
| DOJLA37A   | LAW                   | bLAW |
| DOJMA40A   | MA                    | bMA  |
| DOJMD39A   | MD                    | bMD  |
| DOJME38A   | ME                    | bME  |
| DOJMI41A   | MIE                   | bMIE |
| DOJMI42A   | MIW                   | bMIW |
| DOJMN43A   | MN                    | bMN  |
| DOJMO46A   | MOE                   | bMOE |
| DOJMO47A   | MOW                   | bMOW |
| DOJMS44A   | MSN                   | bMSN |
| DOJMS45A   | MSS                   | bMSS |
| DOJMT48A   | MT                    | bMT  |
| DOJNC58A   | NCE                   | bNCE |
| DOJNC59A   | NCM                   | bNCM |
| DOJNC60A   | NCW                   | bNCW |
| DOJND61A   | ND                    | bND  |
| DOJNE49A   | NE                    | bNE  |
| DOJNH51A   | NH                    | bNH  |
| DOJNJ52A   | NJ                    | bNJ  |
| DOJNM53A   | NM                    | bNM  |
| DOJNV50A   | NV                    | bNV  |
| DOJNY54A   | NYE                   | bNYE |
| DOJNY55A   | NYN                   | bNYN |
| DOJNY56A   | NYS                   | bNYS |
| DOJNY57A   | NYW                   | bNYW |
| DOJOH62A   | OHN                   | bOHN |
| DOJOH63A   | OHS                   | bOHS |
| DOJOK64A   | OKE                   | bOKE |
| DOJOK65A   | OKN                   | bOKN |
| DOJOK66A   | OKW                   | bOKW |
| DOJOR67A   | OR                    | bOR  |

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| Work Queue | DOJ Judicial District | Tag  |
|------------|-----------------------|------|
| DOJPA68A   | PAE                   | bPAE |
| DOJPA69A   | PAM                   | bPAM |
| DOJPA70A   | PAW                   | bPAW |
| DOJPR71A   | PR                    | bPR  |
| DOJRI72A   | RI                    | bRI  |
| DOJSC73A   | SC                    | bSC  |
| DOJSD74A   | SD                    | bSD  |
| DOJTN75A   | TNE                   | bTNE |
| DOJTN76A   | TNM                   | bTNM |
| DOJTN77A   | TNW                   | bTNW |
| DOJTX78A   | TXE                   | bTXE |
| DOJTX79A   | TXN                   | bTXN |
| DOJTX80A   | TXS                   | bTXS |
| DOJTX81A   | TXW                   | bTXW |
| DOJUT82A   | UT                    | bUT  |
| DOJVA85A   | VAE                   | bVAE |
| DOJVA86A   | VAW                   | bVAW |
| DOJVI84A   | VI                    | bVI  |
| DOJVT83A   | VT                    | bVT  |
| DOJWA87A   | WAE                   | bWAE |
| DOJWA88A   | WAW                   | bWAW |
| DOJWI91A   | WIE                   | bWIE |
| DOJWI92A   | WIW                   | bWIW |
| DOJWV89A   | WVN                   | bWVN |
| DOJWV90A   | WVS                   | bWVS |
| DOJWY93A   | WY                    | bWY  |

## 9.0 - Appendix C - Preparing the Certificates of Indebtedness (COI)

- 1. What is a COI? The COI is a legal document certifying the facts of the case and is used by U.S. Attorneys to pursue the Department's financial interest in a court of law.
- Why is a COI needed? The COI shows the facts of the case, which must accompany each referral to DOJ for litigation collection.
- 3. What source document is required to support the COI? The Promissory Note is required. Include the Application if it is available or integrated with the Promissory Note. Check the record and verify all pages of the Application and Promissory Note that are available to FSA are included.
- 4. What information must be in the COI? A statement of the relevant facts including how the borrower became indebted to the United States of America, the default date, principal balance of the debt, amount and rate of accrued interest on principal balance, amount of payments applied and statutory authorities. Further, the statement has to be consistent and clear of ambiguity. The disbursement amounts and dates have to be documented in a format to emphasize clarity. The "aka" should be any name used on the promissory note only. The "aka" caption has to be documented on the COI accordingly. Do not use names found on the Credit Bureau Reports as "aka." With regard to borrower's address, do not give a P.O. Box.
- Why must everything in the COI be accurate? The COI is the legal document used by FSA personnel and U.S. Attorneys to prepare Affidavits and Declarations in support of summary judgment.
- 6. Who prepares the COI? Collection Agency personnel will prepare the COI.
   Prepare one COI for an account that has same type of loans, with same interest rates, from same guarantor, unless directed otherwise.
   Prepare separate COI(s) for an account that has loans with different interest rates.
  - □ COI should list all AKA(s), as identified on the promissory notes.
  - □ COI should have no information cutoff
  - ☐ List in chronological order the dates that the borrower executed promissory notes
  - □ Number COI(s) in chronological order. For example, COI #1 of 2 earlier loans, and COI #2 of 2 later loans
  - Document only the first disbursement date and omit the word "through" if first/last disbursement dates are the same
  - Beginning June 1 of each year, do not prepare variable interest rate COIs (do not submit the litigation package) until the new rate is updated in the system—see DEBT DETAIL OVERVIEW
- 7. What is the format of the COI?
  - $\square$  Margins: 0.5'' 1'' top, bottom, left, right. Balance the margins accordingly.
  - □ Font Size: 10 12 points. Limit the COI to one (1) page. The optimum font size to fit loan information to 1-page COI is 11 points—size must be consistent throughout the document, if possible.
  - ☐ Spacing: 3 4 spaces from Certification block to Signature block
  - COI should fit on a single page
  - ☐ Alignment: align COI blocks accordingly
  - ☐ Use consistent format, if possible
- 8. Where does the PCA get the information to prepare the COI? From the application and promissory notes, student loan files and FSA's computer panes.
- 9. When should the PCA use the FFELP 8/10% Loan COI? On a current 10% interest rate Stafford loan that has an 8% to 10% promissory note. Use the variable rate COI if the loan has converted to a variable rate.
- 10. What is the format for documenting multiple disbursement amounts and disbursement dates from a Master Promissory Note? The format is as follows: \$amount (subsidized) & \$amount (unsubsidized) on mm/dd/yy, \$amount (subsidized) & \$amount (unsubsidized) on mm/dd/yy mm/dd/yy ....

  For example: This loan was disbursed for \$3,500.00 on 03/31/94, \$5,500.00 & \$5,000.00 on 09/16/94 09/26/94, \$5,000.00 & \$5,500.00 on 12/27/94 04/24/95, \$10,000.00 on 08/28/95, \$8,500.00 & \$10,000.00 on 04/30/96 08/23/96, and \$8,500.00 & 10,000.00 on 01/06/97 04/28/97 ....

## 9.0 – Appendix D – COI Forms FDLP Loan – Fixed – COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1) [BORROWER NAME] 123 Place Street (2) [ADDRESS] Los Angeles, CA 90044 (3) [CITY, STATE...] Account No. XXXXX6789 (4) [SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6) [DATE ON PNOTE], the BORROWER executed promissory note(s) to secure loan(s) of (7) \$[AMOUNT ON PNOTE] from the U.S. Department of Education. This loan was disbursed for (8) \$[DIRECTDEBTINFO DISBURSEMENT AMOUNT] on (9) [DIRECTDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE¹] at (10) [DIRECTDEBTINFO INTEREST RATE] % interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (11) [DIRECTDEBTINFO DEFAULT DATE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (12) \$[DIRECTDEBTINFO CAPITALIZED INTEREST] in unpaid interest was capitalized and added to the principal balance.

The Department has credited (13) \$[DIRECTDEBTINFO AMOUNT COLLECTED BY SERVICER + DEBTDETAIL BALANCES TOTAL PAYMENT] from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:<br>Interest: | (14) \$[BALANCE CALCU      |                            |   |          |
|-------------------------|----------------------------|----------------------------|---|----------|
| Total debt as o         | f (16) [MM/DD/YY]:         | (17) \$[BALANCE CALCU      | JLATION TOOL]                           |          |
| Interest accrue         | s on the principal showr   | n here at the rate of (18) | \$[PRIN * FACTOR (INT/365.25)]          | per day. |
| Pursuant to 28          | U.S.C. § 1746(2), I certif | y under penalty of perju   | ry that the foregoing is true and       | correct. |
| Executed on:            |                            |                            |   |          |
| _                       |                            |                            | Loan Analyst<br>Litigation Support Unit |          |
| 1                       |                            |                            | Eragation Support Offic                 |          |
| Use all dates th        | at are not the same.       |                            |   |          |

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#### FDLP Loan - Fixed Rate - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- To secure loan(s) of = amount on promissory note (list each amount)
- 8. Loan was disbursed for = DISBURSEMENT AMOUNT on the DIRECTDEBTINFO pane
- Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the DEBTINFO pane
- 10. Interest rate = INTEREST RATE on the DIRECTDEBTINFO pane
- 11. Defaulted on the obligation on = DEFAULT DATE on the DIRECTDEBTINFO pane
- 12. Capitalized interest = CAPITALIZED INTEREST on the DIRECTDEBTINFO pane
- 13. Department has credited = AMOUNT COLLLECTED BY SERVICER on the DIRECTDEBTINFO pane, plus TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 14. Principal = BALANCE CALCULATION TOOL
- 15. Interest = BALANCE CALCULATION TOOL
- 16. Current date
- 17. Total debt amount = BALANCE CALCULATION TOOL
- 18. Rate of = Principal times Factor (Interest/365.25)

## FDLP Loan - Variable - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed promissory note(s) to secure loan(s) of (7)\$[AMOUNT ON PNOTE] from the U.S. Department of Education. This loan was disbursed for (8)\$[DIRECTDEBTINFO DISBURSEMENT AMOUNT] on (9)[DIRECTDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE] at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (10)[DIRECTDEBTINFO DEFAULT DATE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (11)\$[DIRECTDEBTINFO CAPITALIZED INTEREST] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (12)\$[DIRECTDEBTINFO AMOUNT COLLECTED BY SERVICER + DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: (13)\$[BALANCE CALCULATION TOOL]
Interest: (14)\$[BALANCE CALCULATION TOOL]

Total debt as of (15)[MM/DD/YY]: (16)\$[BALANCE CALCULATION TOOL]

Interest accrues on the principal shown here at the current rate of (17)[ DEBT DETAIL-OVERVIEW INTEREST RATE] % and a daily rate of (18)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 201X, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

| Executed on: |                         |
|--------------|-------------------------|
|              | Loan Analyst            |
|              | Litigation Support Unit |

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## FDLP Loan - Variable Rate - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. To secure loan(s) of = amount on promissory note (list each amount).
- 8. Loan was disbursed for = DISBURSEMENT AMOUNT on the DIRECTDEBTINFO pane
- Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the DIRECTDEBTINFO pane
- 10. Defaulted on the obligation on = DEFAULT DATE on the DIRECTDEBTINFO pane
- 11. Capitalized interest = CAPITALIZED INTEREST on the DIRECTDEBTINFO pane
- 12. Department has credited a total of (payments) = AMOUNT COLLECTED BY SERVICER on the DIRECTDEBTINFO pane, plus TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 13. Principal = BALANCE CALCULATION TOOL
- 14. Interest = BALANCE CALCULATION TOOL
- 15. Current date
- 16. Total debt amount = BALANCE CALCULATION TOOL
- 17. Current rate = INTEREST RATE on the DEBT DETAIL OVERVIEW pane
- 18. Daily rate of = Principal times Factor (Interest/365.25) through June 30, 201x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

## FDLP Loan - Master Promissory Note - Fixed - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed master promissory note(s) to secure loan(s)³ (hereafter "loan") from the U.S. Department of Education. This loan was disbursed for (7)\$[DIRECTDEBTINFO DISBURSEMENT AMOUNT] on (8)[DIRECTDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE⁴] at (9)[DIRECTDEBTINFO INTEREST RATE] % interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (10)[DIRECTDEBTINFO DEFAULT DATE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (11)\$[DIRECTDEBTINFO CAPITALIZED INTEREST] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (12)\$[DIRECTDEBTINFO AMOUNT COLLECTED BY SERVICER + DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:    | (13)\$[BALANCE CALC        | CULATION TOOL]   |
|---------------|----------------------------|--|
| Interest:     | (14)\$[BALANCE CALC        | CULATION TOOL]   |
| Total debt as | of (15)[MM/DD/YY]:         | (16)\$[BALANCE CALCULATION TOOL]                                     |
| Interest accr | ues on the principal show  | wn here at the rate of (17) $[PRIN * FACTOR (INT/365.25)]$ per day.  |
| Pursuant to 2 | 28 U.S.C. § 1746(2), I cer | tify under penalty of perjury that the foregoing is true and correct |
| Executed on:  |                            | ·  |
|               |                            | Loan Analyst   |
|               |                            | Litigation Support Unit  |
| 2             |                            |  |

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<sup>&</sup>lt;sup>3</sup> To be used for loan(s) with master promissory note.

<sup>&</sup>lt;sup>4</sup> Use all dates that are not the same.

### FDLP Loan-- Master Promissory Note - Fixed Rate -COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- Current date
- 6. On or about date = date BORROWER signed promissory note
- 7. Loan was disbursed for = DISBURSEMENT AMOUNT on the DIRECTDEBTINFO pane. List the earlier loan first, the later loan last.
- 8. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the DIRECTDEBTINFO pane. List the dates in chronological order: earlier date first, later date last. RE: 7-8. E.G., This loan was disbursed for \$2,625.00 on 07/21/01, \$3,453.00 on 07/21/01, \$3,552.00 on 08/12/01 01/02/02, \$1,262.00 on 08/101 01/02/02, \$2,030.00 on 05/08/02, \$363.00 on 05/08/02, \$4,278.00 on 08/11/02 12/30/02, \$1,306.00 on 05/20/03 06/25/03, \$5,076.00 on 05/20/03 06/25/03, \$1,788.00 on 08/19/03, and \$3,541.00 on 08/19/03 at a variable rate of interest to be established annually.
- 9. Interest rate = INTEREST RATE on the DIRECTDEBTINFO pane
- 10. Defaulted on the obligation on = DEFAULT DATE on the DIRECTDEBTINFO pane
- 11. Capitalized interest = CAPITALIZED INTEREST on the DIRECTDEBTINFO pane
- 12. Department has credited a total of (payments) = AMOUNT COLLECTED BY SERVICER on the DIRECTDEBTINFO pane, plus TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 13. Principal = BALANCE CALCULATION TOOL
- 14. Interest = BALANCE CALCULATION TOOL
- 15. Current date
- 16. Total debt amount = BALANCE CALCULATION TOOL
- 17. Daily rate of = Principal times Factor (Interest/365.25)

## FDLP Loan - Master Promissory Note - Variable - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed master promissory note(s) to secure loan(s)<sup>5</sup> (hereafter "loan") from the U.S. Department of Education. This loan was disbursed for (7)\$[DIRECTDEBTINFO DISBURSEMENT AMOUNT] on (8)[DIRECTDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE<sup>6</sup>] at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (9)[DIRECTDEBTINFO DEFAULT DATE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (10)\$[DIRECTDEBTINFO CAPITALIZED INTEREST] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (11)\$[DIRECTDEBTINFO AMOUNT COLLECTED BY SERVICER + DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: (12)\$[BALANCE CALCULATION TOOL]
Interest: (13)\$[BALANCE CALCULATION TOOL]

Total debt as of (14)[MM/DD/YY]: (15)\$[ BALANCE CALAULATION TOOL]

Interest accrues on the principal shown here at the current rate of (16)[DEBT DETAIL- OVERVIEW INTEREST RATE] % and a daily rate of (17)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 201X, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_\_

Loan Analyst Litigation Support Unit

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<sup>&</sup>lt;sup>5</sup> To be used for loan(s) with master promissory note.

<sup>&</sup>lt;sup>6</sup> Use all dates that are not the same.

## FDLP Loan-- Master Promissory Note - Variable Rate - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note
- 7. Loan was disbursed for = DISBURSEMENT AMOUNT on the DIRECTDEBTINFO pane. List the earlier loan first, the later loan last.
- 8. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the DIRECTDEBTINFO pane. List the dates in chronological order: earlier date first, later date last.

RE: 7-8. E.G., This loan was disbursed for \$2,625.00 on 07/21/01, \$3,453.00 on 07/21/01, \$3,552.00 on 08/12/01 - 01/02/02, \$1,262.00 on 08/1/01 - 01/02/02, \$2,030.00 on 05/08/02, \$363.00 on 05/08/02, \$4,278.00 on 08/11/02 - 12/30/02, \$1,306.00 on 05/20/03 - 06/25/03, \$5,076.00 on 05/20/03 - 06/25/03, \$1,788.00 on 08/19/03, and \$3,541.00 on 08/19/03 at a variable rate of interest to be established annually.

- 9. Defaulted on the obligation on = DEFAULT DATE on the DIRECTDEBTINFO pane
- 10. Capitalized interest = CAPITALIZED INTEREST on the DIRECTDEBTINFO pane
- 11. Department has credited a total of (payments) = AMOUNT COLLECTED BY SERVICER on the DIRECTDEBTINFO pane, plus TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 12. Principal = BALANCE CALCULATION TOOL
- 13. Interest = BALANCE CALCULATION TOOL
- 14. Current date
- 15. Total debt amount = BALANCE CALCULATION TOOL
- 16. Current interest rate = INTEREST RATE on the DEBT DETAIL OVERVIEW pane
- 17. Daily rate of = Principal times Factor (Interest/365.25)... through June 30, 201x, and thereafter ... (interest rate will change annually on July 1<sup>st</sup> of each year and be valid through June 30<sup>th</sup> of the following year).

## FDLP Consolidation Loan - Fixed - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

<sup>7</sup> Use all dates that are not the same.

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME] 123 Place Street (2)[ADDRESS] Los Angeles, CA 90044 (3)[CITY, STATE...] Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for (7)\$[DIRECTDEBTINFO DISBURSEMENT AMOUNT] on (8)[DIRECTDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE<sup>7</sup>] at (9)[DIRECTDEBTINFO INTEREST RATE] % interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (10)[DIRECTDEBTINFO DEFAULT DATE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (11)\$[DIRECTDEBTINFO CAPITALIZED INTEREST] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (12)\$[DIRECTDEBTINFO AMOUNT COLLECTED BY SERVICER + DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:                       | (13)\$[BALANCE CALCULATION TOOL] |  |  |
|----------------------------------|----------------------------------|--|--|
| Interest:                        | (14)\$[BALANCE CALC              | :ULATION TOOL]   |  |
| Total debt as of (15)[MM/DD/YY]: |                                  | (16)\$[BALANCE CALCULATION TOOL]                                     |  |
| Interest accr                    | ues on the principal sho         | wn here at the rate of (17) $[PRIN * FACTOR (INT/365.25)]$ per day.  |  |
| Pursuant to 2                    | 28 U.S.C. § 1746(2), I cer       | tify under penalty of perjury that the foregoing is true and correct |  |
| Executed on:                     |                                  | r  |  |
|                                  |                                  | Loan Analyst   |  |
|                                  |                                  | Litigation Support Unit  |  |
|                                  |                                  |  |  |
|                                  |                                  |  |  |

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## FDLP Consolidation Loan - Fixed Rate - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note
- 7. Loan was disbursed for = DISBURSEMENT AMOUNT on the DIRECTDEBTINFO pane
- Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the DIRECTDEBTINFO pane
- 9. Interest rate = INTEREST RATE on the DIRECTDEBTINFO pane
- 10. Defaulted on the obligation on = DEFAULT DATE on the DIRECTDEBTINFO pane
- 11. Capitalized interest = CAPITALIZED INTEREST on the DIRECTDEBTINFO pane
- 12. Department has credited a total of (payments) = AMOUNT COLLECTED BY SERVICER amount on the DIRECTDEBTINFO pane, plus TOTAL PAYMENT amount on the DEBTDETAIL BALANCES. Only the amount actually applied to the debt(s) should be included.
- 13. Principal = BALANCE CALCULATION TOOL
- 14. Interest = BALANCE CALCULATION TOOL
- 15. Current date
- 16. Total debt amount = BALANCE CALCULATION TOOL
- 17. Rate of = Principal times Factor (Interest/365.25)

## FDLP Consolidation Loan - Variable - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest as of (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for (7)\$[DIRECTDEBTINFO DISBURSEMENT AMOUNT] on (8)[DIRECTDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE] at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (9)[DIRECTDEBTINFO DEFAULT DATE]. Pursuant to 34 C.F.R. § 685.202(b), a total of (10)\$[DIRECTDEBTINFO CAPITALIZED INTEREST] in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of (11)\$[DIRECTDEBTINFO AMOUNT COLLECTED BY SERVICER + DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: (12)\$[BALANCE CALCULATION TOOL]
Interest: (13)\$[BALANCE CALCULATION TOOL]

Total debt as of (14)[MM/DD/YY]: (15)\$[BALANCE CALCULATION TOOL]

Interest accrues on the principal shown here at the current rate of (16)[DEBT DETAIL - OVERVIEW INTEREST RATE] % and a daily rate of (17)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 201X, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

| Executed on:   |                         |
|--|-------------------------|
| a operationologic statement of the second se | Loan Analyst            |
|  | Litigation Support Unit |

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## FDLP Consolidation Loan - Variable Rate - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note
- 7. Loan was disbursed for = DISBURSEMENT AMOUNT on the DIRECTDEBTINFO pane
- Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the DIRECTDEBTINFO pane
- 9. Defaulted on the obligation = DEFAULT DATE on the DIRECTDEBTINFO pane
- 10. Capitalized interest = CAPITALIZED INTEREST on the DIRECTDEBTINFO pane
- 11. Department has credited a total of (payments) = AMOUNT COLLECTED BY SERVICER on the DIRECTDEBTINFO pane, plus TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 12. Principal = BALANCE CALCULATION TOOL
- 13. Interest = BALANCE CALCULATION TOOL
- 14. Current date
- 15. Total debt amount = BALANCE CALCULATION TOOL
- 16. Current rate = INTEREST RATE on the DEBT DETAIL OVERVIEW pane
- 17. Daily rate of = Principal times Factor (Interest/365.25)
  - ... through June 30, 201x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

### FFELP Loan – Fixed – COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

<sup>1</sup> Use all dates that are not the same.

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON P-NOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)\$[FFELDEBTINFO DISBURSEMENT AMOUNT] on (10)[FFELDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE¹] at (11)[DEBT DETAIL-OVERVIEW INTEREST RATE] % interest per annum. The loan obligation was guaranteed by (12)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (13)\$[FFELDEBTINFO DISBURSEMENT AMOUNT - LENDER PRINCIPAL] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (14)[FFELDEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (15)\$[See Instructions] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on (16)[FFELDEBTINFO DATE ENTERED], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (17)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:<br>Interest:          | (18)\$[BALANCE CALC<br>(19)\$[BALANCE CALC |   |  |  |
|----------------------------------|--|---|--|--|
| Total debt as of (20)[MM/DD/YY]: |  | (21)\$[BALANCE CALCUALTION TOOL]                                      |  |  |
| Interest accru                   | es on the principal show                   | wn here at the rate of $(22)$ \$[PRIN * FACTOR (INT/365.25)] per day. |  |  |
| Pursuant to 28                   | 8 U.S.C. § 1746(2), I cert                 | tify under penalty of perjury that the foregoing is true and correct. |  |  |
| Executed on:                     |  |   |  |  |
|                                  |  | Loan Analyst  |  |  |
|                                  |  | Litigation Support Unit   |  |  |
|                                  |  |   |  |  |
|                                  |  |   |  |  |

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### FFELP Loan – Fixed Rate – COI Instructions

- BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
- 8. From = name of lender on promissory note(s) (include City and State when listed)
- Loan was disbursed for = DISBURSEMENT AMOUNT on the FFELDEBTINFO pane. List the earlier loan first, the later loan last.
- 10. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the FFELDEBTINFO pane. List the dates in chronological order: earlier date first, later date last.
- 11. Interest rate = INTEREST RATE on the DEBT DETAIL OVERVIEW pane
- 12. Guaranteed by = name of guaranty agency on promissory note. If name of the Guaranty Agency (GA) is not on the prom note, go to DMCS FFELDebtInfo and look up the 2-letter GA code. If conflict exists between the prom note and DMCS, use the GA listed on the prom note. See 9.0 Appendix F Guaranty Agency List.
- And credited = DISBURSEMENT AMOUNT minus LENDER PRINCIPAL amount on the FFELDEBTINFO pane.
   If less than zero, enter \$0.00.
- 14. Defaulted on the obligation on = DEFAULT DATE on the FFELDEBTINFO pane
- 15. Guaranty agency paid a claim in the amount of = Lender Principal or Lender Principal plus Prior Capitalized Interest, or Lender Principal plus Total 120 Interest, or Disbursement Amount plus Prior Capitalized Interest, or Disbursement Amount plus Total 120 Interest. The guaranty agency paid claim must be equal to or greater than the Principal Amount Assigned.
- 16. And on = DATE ENTERED date on the FFELDEBTINFO pane
- 17. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 18. Principal = BALANCE CALCULATION TOOL
- 19. Interest = BALANCE CALCULATION TOOL
- 20. Current date
- 21. Total debt amount = BALANCE CALCULATION TOOL
- 22. Rate of = Principal times Factor (Interest/365.25)

## FFELP Loan - Variable - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME] 123 Place Street (2)[ADDRESS] Los Angeles, CA 90044 (3)[CITY, STATE...] Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON P-NOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)[FFELDEBTINFO DISBURSEMENT AMOUNT] on (10)[FFELDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE<sup>8</sup>] at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by (11)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[FFELDEBTINFO DISBURSEMENT AMOUNT - LENDER PRINCIPAL] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (13)[FFELDEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$[See Instructions] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on (15)[FFELDEBTINFO DATE ENTERED], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: (17)\$[BALANCE CALCULATION TOOL]
Interest: (18)\$[BALANCE CALCULATION TOOL]

Total debt as of (19)[MM/DD/YY]: (20)\$[BALANCE CALCULATION TOOL]

Interest accrues on the principal shown here at the current rate of (21)[DEBT DETAIL - OVERVIEW INTEREST RATE] % and a daily rate of (22)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 201X, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

Loan Analyst
Litigation Support Unit

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<sup>8</sup> Use all dates that are not the same

### FFELP Loan – Variable Rate – COI Instructions

- BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits
  of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
- 8. From = name of lender on promissory note(s) (include City and State when listed)
- 9. Loan was disbursed for = DISBURSEMENT AMOUNT on the FFELDEBTINFO pane
- 10. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the FFELDEBTINFO pane
- 11. Guaranteed by = name of guaranty agency on promissory note. If name of the Guaranty Agency (GA) is not on the prom note, go to DMCS FFEL DebtInfo and look up the 2-letter GA code. If conflict exists between the prom note and DMCS, use the GA listed on the prom note. See 9.0 - Appendix F -Guaranty Agency List.
- 12. And credited = DISBURSEMENT AMOUNT minus LENDER PRINCIPAL on the FFELDEBTINFO pane. If less than zero, enter \$0.00.
- 13. Defaulted on the obligation on = DEFAULT DATE on the FFELDEBTINFO pane
- 14. Guaranty agency paid a claim in the amount of = Lender Principal or Lender Principal plus Prior Capitalized Interest, or Lender Principal plus Total 120 Interest, or Disbursement Amount plus Prior Capitalized Interest, or Disbursement Amount plus Total 120 Interest. The guaranty agency paid claim must be equal to or greater than the Principal Amount Assigned.
- 15. And on = DATE ENTERED date on the FFELDEBTINFO pane
- 16. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 17. Principal = BALANCE CALCULATION TOOL
- 18. Interest = BALANCE CALCULATION TOOL
- 19. Current date
- 20. Total debt amount = BALANCE CALCULATION TOOL
- 21. Current rate = INTEREST RATE on the DEBT DETAIL OVERVIEW pane
- 22. Daily rate of = Principal times Factor (Interest/365.25)... through June 30, 201X, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

# FFELP 8/10% Loan - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044(3) [CITY, STATE...]
Account No. XXXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON P-NOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)\$[FFELDEBTINFO DISBURSEMENT AMOUNT] on (10)[FFELDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE¹] at 8% interest, rising to 10% after the fourth year of repayment. The loan obligation was guaranteed by (11)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[FFELDEBTINFO DISBURSEMENT AMOUNT - LENDER PRINCIPAL] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (13)[FFELDEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$See instructions] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on (15)[FFELDEBTINFO DATE ENTERED], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: (17)\$[BALANCE CALCULATION TOOL]
Interest: (18)\$[BALANCE CALCULATION TOOL]
Total debt as of (19)[MM/DD/YY]: (20)\$[BALANCE CALCULATION TOOL]

Interest accrues on the principal shown here at the rate of 10% per annum and a daily rate of (21)\$[PRIN \* FACTOR (INT/365.25)].

| Executed on:   | 72                      |
|--|-------------------------|
| Control Statement (Statement Statement Control Statement | Loan Analyst            |
|  | Litigation Support Unit |
|  |                         |
|  |                         |

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# FFELP 8/10% Loan – COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits
  of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
- 8. From = name of lender on promissory note(s) (include City and State when listed)
- 9. Loan was disbursed for = DISBURSEMENT AMOUNT on the FFELDEBTINFO pane
- 10. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the FFELDEBTINFO pane
- 11. Guaranteed by = name of guaranty agency on promissory note. If name of the Guaranty Agency (GA) is not on the prom note, go to DMCS FFEL DebtInfo and look up the 2-letter GA code. If conflict exists between the prom note and DMCS, use the GA listed on the prom note. See 9.0 Appendix F Guaranty Agency List.
- 12. And credited = DISBURSEMENT AMOUNT minus LENDER PRINCIPAL amount on the FFELDEBTINFO pane. If less than zero, enter \$0.00.
- 13. Defaulted on the obligation on = DEFAULT DATE on the FFELDEBTINFO pane
- 14. Guaranty agency paid a claim in the amount of = Lender Principal or Lender Principal plus Prior Capitalized Interest, or Lender Principal plus Total 120 Interest, or Disbursement Amount plus Prior Capitalized Interest, or Disbursement Amount plus Total 120 Interest. The guaranty agency paid claim must be equal to or greater than the Principal Amount Assigned.
- 15. And on = DATE ENTERED date on the FFELDEBTINFO pane
- 16. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 17. Principal = BALANCE CALCULATIONO TOOL
- 18. Interest = BALANCE CALCULATION TOOL
- 19. Current date
- 20. Total debt amount = BALANCE CALCULATION TOOL
- 21. Rate of = Principal times Factor (Interest/365.25)

# FFELP Loan – Master Promissory Note – Fixed – COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed master promissory note(s) to secure loan(s)<sup>9</sup> (hereafter "loan") from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)[FFELDEBTINFO DISBURSEMENT AMOUNT] on (9)[FFELDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE<sup>10</sup>] at (10)[FFELDEBTINFO INTEREST RATE] % interest per annum. The loan obligation was guaranteed by (11)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[FFELDEBTINFO DISBURSEMENT AMOUNT - LENDER PRINCIPAL] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (13)[FFELDEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$[see Instructions] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on (15)[FFELDEBTINFO DATE ENTERED], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:    | (17)\$[BALANCE CALCULAT               | TION TOOL]  |
|---------------|---------------------------------------|---|
| Interest:     | (18)\$[BALANCE CALCULAT               | TION TOOL]  |
| Total debt as | s of (19)[MM/DD/YY]:                  | (20)\$[BALANCE CALCULATION TOOL]                                |
| Interest accr | ues on the principal shown he         | ere at the rate of $(21)$ [PRIN * FACTOR (INT/365.25)] per day. |
| Pursuant to   | 28 U.S.C. § 1746(2), I certify u      | nder penalty of perjury that the foregoing is true and correct  |
| Executed on   | • • • • • • • • • • • • • • • • • • • | ·   |
|               |                                       | Loan Analyst  |
|               |                                       |   |

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<sup>&</sup>lt;sup>9</sup> To be used for loan(s) with master promissory note

<sup>10</sup> Use all dates that are not the same

## FFELP Loan—Master Promissory Note – Fixed Rate – COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits
  of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. From = name of lender on promissory note(s) (include City and State when listed)
- Loan was disbursed for = DISBURSEMENT AMOUNT on the FFELDEBTINFO pane. List the earlier loan first, the later loan last.
- 9. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the FFELDEBTINFO pane. List the dates in chronological order: earlier date first, later date last.
- 10. Interest rate = INTEREST RATE on the FFELDEBTINFO pane
- 11. Guaranteed by = name of guaranty agency on promissory note. If name of the Guaranty Agency (GA) is not on the prom note, go to DMCS FFEL DebtInfo and look up the 2-letter GA code. If conflict exists between the prom note and DMCS, use the GA listed on the prom note. See 9.0 - Appendix F -Guaranty Agency List.
- 12. And credited = DISBURSEMENT AMOUNT minus LENDER PRINCIPAL amount on the FFELDEBTINFO pane. If less than zero, enter \$0.00.
- 13. Defaulted on the obligation on = DEFAULT DATE on the FFELDEBTINFO pane
- 14. Guaranty agency paid a claim in the amount of = Lender Principal or Lender Principal plus Prior Capitalized Interest, or Lender Principal plus Total 120 Interest, or Disbursement Amount plus Prior Capitalized Interest, or Disbursement Amount plus Total 120 Interest. The guaranty agency paid claim must be equal to or greater than the Principal Amount Assigned.
- 15. And on = DATE ENTERED on the FFELDEBTINFO pane
- 16. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 17. Principal = BALANCE CALCULATION TOOL
- 18. Interest = BALANCE CALCULATION TOOL
- 19. Current date
- 20. Total debt amount = BALANCE CALCULATION TOOL
- 21. Daily rate of = Principal times Factor (Interest/365.25)

# FFELP Loan - Master Promissory Note - Variable - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed master promissory note(s) to secure loan(s)<sup>11</sup> (hereafter "loan") from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)[FFELDEBTINFO DISBURSEMENT AMOUNT] on (9)[FFELDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE<sup>12</sup>] at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by (10)[NAME OF GUARANTY AGENCY], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (11)\$[FFELDEBTINFO DISBURSEMENT AMOUNT - LENDER PRINCIPAL] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (12)[FFELDEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (13)\$[See Instructions] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on (14)[FFELDEBTINFO DATE ENTERED], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (15)\$DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: (16)\$[BALANCE CALCULATION TOOL]
Interest: (17)\$[BALANCE CALCULATION TOOL]

Total debt as of (18)[MM/DD/YY]: (19)\$[BALANCE CALCULATION TOOL]

Interest accrues on the principal shown here at the current rate of (20)[DEBT DETAIL - OVERVIEW INTEREST RATE] % and a daily rate of (21)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 201X, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

| Pursuant to 28 U.S.C. § 1746(2), I certify | under penalty of perjury that the foregoing is true and correct. |
|--|--|
| Executed on:                               | 1  |
|  | Loan Analyst   |
|  | Litigation Support Unit  |
|  |  |

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<sup>&</sup>lt;sup>11</sup> To be used for loan(s) with master promissory note

<sup>12</sup> Use all dates that are not the same

## FFELP Loan—Master Promissory Note – Variable Rate – COI Instructions

- BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits
  of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. From = name of lender on promissory note(s) (include City and State when listed)
- Loan was disbursed for = DISBURSEMENT AMOUNT on the FFELDEBTINFO pane. List the earlier loan first, the later loan last.
- 9. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the FFELDEBTINFO pane. List the dates in chronological order: earlier date first, later date last.
- 10. Guaranteed by = name of guaranty agency on promissory note. If name of the Guaranty Agency (GA) is not on the prom note, go to DMCS FFEL DebtInfo and look up the 2-letter GA code. If conflict exists between the prom note and DMCS, use the GA listed on the prom note. See 9.0 - Appendix F -Guaranty Agency List.
- 11. And credited = DISBURSEMENT AMOUNT minus LENDER PRINCIPAL amount on the FFELDEBTINFO pane. If less than zero, enter \$0.00.
- 12. Defaulted on the obligation on = DEFAULT DATE on the FFELDEBTINFO pane
- 13. Guaranty agency paid a claim in the amount of = Lender Principal or Lender Principal plus Prior Capitalized Interest, or Lender Principal plus Total 120 Interest, or Disbursement Amount plus Prior Capitalized Interest, or Disbursement Amount plus Total 120 Interest. The guaranty agency paid claim must be equal to or greater than the Principal Amount Assigned.
- 14. And on = DATE ENTERED date on the FFELDEBTINFO pane
- 15. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 16. Principal = BALANCE CALCULATION TOOL
- 17. Interest = BALANCE CALCULATION TOOL
- 18. Current date
- 19. Total debt amount = BALANCE CALCUALTION TOOL
- 20. Current rate = INTEREST RATE on the DEBT DETAIL OVERVIEW pane
- 21. Daily rate of = Principal times Factor (Interest/365.25) through June 30, 201x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

### FFELP Consolidation Loan - Fixed - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME] 123 Place Street (2)[ADDRESS] Los Angeles, CA 90044 (3)[CITY, STATE...] Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)\$[FFELDEBTINFO DISBURSEMENT AMOUNT] on (9)[FFELDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE¹] at (10)[FFELDEBTINFO INTEREST RATE] % interest per annum. The loan obligation was guaranteed by (11)[GUARANTY AGENCY NAME], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[FFELDEBTINFO DISBURSEMENT AMOUNT minus LENDER PRINCIPAL] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (13)[FFELDEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (14)\$[See Instructions] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on (15)[FFELDEBTINFO DATE ENTERED], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (16)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:                 | (17)\$[BALANCE CALCULAITO           | N TOOL]   |
|----------------------------|-------------------------------------|---|
| Interest:                  | (18)\$[BALANCE CALCULATION          | N TOOL]   |
| Total                      | debt as of (19)[MM/DD/YY]:          | (20)\$[BALANCE CALCULATION TOOL]                              |
| Interest accr              | ues on the principal shown here     | at the rate of (21) $[PRIN * FACTOR (INT/365.25)]$ per day.   |
| Pursuant to                | 28 U.S.C. § 1746(2), I certify unde | er penalty of perjury that the foregoing is true and correct. |
| Executed on                |                                     | ·   |
|                            |                                     | Loan Analyst  |
|                            |                                     | Litigation Support Unit                                       |
| <sup>1</sup> Use all dates | that are not the same.              |   |

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### FFELP Consolidation Loan - Fixed Rate - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- 4. BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note
- 7. Consolidation loan from = name of lender on promissory note (include City and State when listed)
- 8. Loan was disbursed for = DISBURSEMENT AMOUNT on the FFELDEBTINFO pane
- 9. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the FFELDEBTINFO pane
- 10. Interest rate = INTEREST RATE on the FFELDEBTINFO pane
- 11. Guaranteed by = name of guaranty agency on promissory note. If name of the Guaranty Agency (GA) is not on the prom note, go to DMCS FFELDebtInfo and look up the 2-letter GA code. If conflict exists between the prom note and DMCS, use the GA listed on the prom note. See 9.0 Appendix F Guaranty Agency List.
- 12. And credited = DISBURSEMENT AMOUNT minus LENDER PRINCIPAL amount on the FFELDEBTINFO pane. If less than zero, enter \$0.00.
- 13. Defaulted on the obligation on = DEFAULT DATE on the FFELDEBTINFO pane
- 14. Guaranty agency paid a claim in the amount of = Lender Principal or Lender Principal plus Prior Capitalized Interest, or Lender Principal plus Total 120 Interest, or Disbursement Amount plus Prior Capitalized Interest, or Disbursement Amount plus Total 120 Interest. The guaranty agency paid claim must be equal to or greater than the Principal Amount Assigned.
- 15. And on = DATE ENTERED date on the FFELDEBTINFO pane
- 16. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 17. Principal = BALANCE CALCULATION TOOL
- 18. Interest = BALANCE CALCUALTION TOOL
- 19. Current date
- 20. Total debt amount = BALANCE CALCULATION TOOL
- 21. Rate of = Principal times Factor (Interest/365.25)

### FFELP Consolidation Loan - Variable

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY)].

On or about (6)[DATE ON PNOTE], the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from (7)[LENDER NAME ON PNOTE]. This loan was disbursed for (8)[FFELDEBTINFO DISBURSEMENT AMOUNT] on (9)[FFELDEBTINFO FIRST DISBURSEMENT DATE] through [LAST DISBURSEMENT DATE<sup>13</sup>] at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by (10)[GUARANTY AGENCY NAME], and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (11)\$[FFELDEBTINFO DISBURSEMENT AMOUNT minus LENDER PRINCIPAL] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (12)[FFELDEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of (13)\$[see Instructions] to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on (14)[FFELDEBTINFO DATE ENTERED], assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of (15)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: (16)\$[BALANCE CALCULATOR TOOL]
Interest: (17)\$[BALANCE CALCULATOR TOOL]

Total debt as of (18)[MM/DD/YY]: (19)\$[BALANCE CALCUALTOR TOOL]

Interest accrues on the principal shown here at the current rate of (20)[DEBT DETAIL - OVERVIEW INTEREST RATE] % and a daily rate of (21)\$[PRIN \* FACTOR (INT/365.25)] through June 30, 201X, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

| Pursuant to 28 U.S.C. § 1746(2), I certify ur | nder penalty of perjury that the foregoing is true and correct. |
|---|---|
| Executed on:                                  |   |
|   | Loan Analyst  |
|   | Litigation Support Unit   |
|   |   |

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<sup>&</sup>lt;sup>13</sup> Use all dates that are not the same

### FFELP Consolidation Loan - Variable Rate - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- 4. BORROWER's SSN on the BORROWER (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note
- 7. Consolidation loan from = name of lender on promissory note (include City and State when listed)
- 8. Loan was disbursed for = DISBURSEMENT AMOUNT on the FFELDEBTINFO pane
- 9. Loan was disbursed on = FIRST DISBURSEMENT DATE through LAST DISBURSEMENT DATE on the FFELDEBTINFO pane
- 10. Guaranteed by = name of guaranty agency on promissory note. If name of the Guaranty Agency (GA) is not on the prom note, go to DMCS FFEL DebtInfo and look up the 2-letter GA code. If conflict exists between the prom note and DMCS, use the GA listed on the prom note. See 9.0 - Appendix F -Guaranty Agency List.
- 11. And credited = DISBURSEMENT AMOUNT minus LENDER PRINCIPAL amount on the FFELDEBTINFO pane. If less than zero, enter \$0.00.
- 12. Defaulted on the obligation on = DEFAULT DATE on the FFELDEBTINFO pane
- 13. Guaranty agency paid a claim in the amount of = Lender Principal or Lender Principal plus Prior Capitalized Interest, or Lender Principal plus Total 120 Interest, or Disbursement Amount plus Prior Capitalized Interest, or Disbursement Amount plus Total 120 Interest. The guaranty agency paid claim must be equal to or greater than the Principal Amount Assigned.
- 14. And on = DATE ENTERED date on the FFELDEBTINFO pane
- 15. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 16. Principal = BALANCE CALCULATOR TOOL
- 17. Interest = BALANCE CALCULATOR TOOL
- 18. Current date
- 19. Total debt amount = BALANCE CALCULATOR TOOL
- 20. Current rate = INTEREST RATE on the DEBT DETAIL OVERVIEW pane
- 21. Daily rate of = principal times Factor (Interest/365.25) through June 30, 201x, and thereafter ... (interest rate will change annually on July 1st of each year and be valid through June 30th of the following year).

### FISLP Loan - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE ON PNOTE], the BORROWER executed promissory note(s) to secure loan(s) of (7)\$[LIST AMOUNT ON PNOTE] from (8)[LENDER NAME ON PNOTE]. This loan was disbursed for (9)\$[DEBTINFO DISBURSEMENT AMOUNT] on (10)[DEBTINFO DISBURSEMENT DATE] at (11)[DEBTINFO INTEREST RATE] % interest per annum. The loan obligation was guaranteed by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited (12)\$[DEBTINFO DISBURSEMENT AMOUNT minus PRINCIPAL BALANCE ASSIGNED] to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on (13)[DEBTINFO DEFAULT DATE], and the holder filed a claim on the loan guarantee. The loan was subsequently assigned to the Department on (14)[DEBTINFO DATE ENTERED]. The Department paid a claim in the amount of (15)\$[DEBTINFO PRINCIPAL BALANCE ASSIGNED plus INTEREST BALANCE ASSIGNED] to the holder.

Since assignment of the loan, the Department has credited a total of (16)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:    | (17)\$[BALANCE CALC        | CULATOR TOOL]   |
|---------------|----------------------------|---|
| Interest:     | (18)\$[BALANCE CALC        | CULATOR TOOL]   |
| Total debt as | s of (19)[MM/DD/YY]:       | (20)\$[BALANCE CALCULATOR TOOL]                                       |
| Interest accr | ues on the principal show  | wn here at the rate of (21) $[PRIN * FACTOR (INT/365.25)]$ per day.   |
| Pursuant to   | 28 U.S.C. § 1746(2), I cer | tify under penalty of perjury that the foregoing is true and correct. |
| Executed on   | :                          |   |
|               |                            | Loan Analyst  |
|               |                            | Litigation Support Unit   |

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### FISLP Loan - COI Instructions

- BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. To secure loan(s) of = loan amount requested on promissory note(s) (list each amount)
- 8. From = name of lender on promissory note(s) (include City and State when listed)
- 9. Loan was disbursed for = DISBURSEMENT AMOUNT on the DEBTINFO pane.
- 10. Loan was disbursed on = DISBURSEMENT DATE on the DEBTINFO pane.
- 11. Interest rate = INTEREST RATE on the DEBTINFO pane
- 12. And credited = DISBURSEMNT AMOUNT minus PRINCIPAL BALANCE ASSIGNED amount on the DEBTINFO pane
- 13. Defaulted on the obligation on = DEFAULT DATE on the DEBTINFO pane
- 14. Assigned to the Department on = DATE ENTERED date on the DEBTINFO pane
- 15. Department paid a claim in the amount of = PRINCIPAL AMOUNT ASSIGNED plus INTEREST BALANCE ASSIGNED on the DEBTINFO pane
- 16. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 17. Principal = BALANCE CALCULATION TOOL
- 18. Interest = BALANCE CALCULATOR TOOL
- 19. Current date
- 20. Total debt amount = BALANCE CALCULATOR TOOL
- 21. Rate of = Principal times Factor (Interest/365.25)

# NDSLP/Perkins Loan - COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 0F 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE BORROWER SIGNED PNOTE], the BORROWER executed promissory note(s) to secure loan(s) of (7)\$[LIST EACH LOAN AMOUNT ON PNOTE] from (8)[NAME OF SCHOOL ON PNOTE] at (9)[PNOTE/PERKINSDEBTINFO INTEREST RATE] % interest per annum. The institution made the loan under the federally-funded National Defense/Direct Student Loan, now Perkins Student Loan, programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087aa et seq. (34 C.F.R. Part 674). The institution demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (10)[PERKINSDEBTINFO DEFAULT DATE]. Due to this default, the institution assigned all rights and title to the loan to the Department of Education.

After the institution credited all cancellations due and payments received, the BORROWER owed the school (11)\$[PERKINSDEBTINFO PRINCIPAL AMOUNT ASSIGNED] principal and (12)\$[PERKINSDEBTINFO INTEREST AMOUNT ASSIGNED] interest. This principal and interest, together with any unpaid charges, totaled (13)\$[PERKINSDEBTINFO PRINCIPAL AMOUNT ASSIGNED plus INTREREST AMOUNT ASSIGNED plus other fees assigned, if any]. The loan was assigned to the Department on (14)[PERKINSDEBTINFO DATE ENTERED].

Since assignment of the loan, the Department has credited a total of (15)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:       | (16)\$[BALANCE CALCUL       | ATION TOOL  |
|------------------|-----------------------------|---|
| Interest:        | (17)\$[BALANCE CALCUL       | CONTRACTOR |
| Total debt as of | (18)[MM/DD/YY]:             | (19)\$[BALANCE CALCULATION TOOL]  |
| Interest accrue  | s on the principal shown    | here at the rate of (20) $[PRIN * FACTOR (INT/365.25)]$ per day.  |
| Pursuant to 28   | U.S.C. § 1746(2), I certify | under penalty of perjury that the foregoing is true and correct.  |
| Executed on: _   |                             |   |
|                  |                             | Loan Analyst  |
|                  |                             | Litigation Support Unit   |
|                  |                             |   |

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# NDSLP/Perkins Loan - COI Instructions

- BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits
  of the SSN with "XXXXX."
- 5. Current date
- 6. On or about date = date BORROWER signed promissory note(s) (list all dates)
- 7. To secure loan(s) of = amount loaned on promissory note(s) (list each amount)
  - □ Number of signature dates should equal number of disbursement amounts
- 8. From = name of school on promissory note
- 9. Interest rate = INTEREST RATE ASSIGNED on the promissory note/PERKINSDEBTINFO pane
- 10. Defaulted on the obligation on = DEFAULT DATE on the PERKINSDEBTINFO pane
- 11. Owed the school (principal) = PRINCIPAL AMOUNT ASSIGNED on the PERKINSDEBTINFO pane
- 12. And (interest) = INTEREST AMOUNT ASSIGNED on the PERKINSDEBTINFO pane
- 13. Principal and interest, together with any unpaid charges, totaled = PRINCIPAL AMOUNT ASSIGNED plus INTEREST AMOUNT ASSIGNED plus other fees assigned, if any on PERKINSDEBTINFO pane
- 14. Loan was assigned to the Department on = DATE ENTERED on the PERKINSDEBTINFO pane
- 15. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 16. Principal = BALANCE CALCULATOR TOOL
- 17. Interest = BALANCE CALCULATOR TOOL
- 18. Current date
- 19. Total debt amount = BALANCE CALCULATOR TOOL
- 20. Rate of = Principal times Factor (Interest/365.25)

# Perkins Loan – Master Promissory Note – COI

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 0F 1

John Doe (1)[BORROWER NAME]
123 Place Street (2)[ADDRESS]
Los Angeles, CA 90044 (3)[CITY, STATE...]
Account No. XXXXXX6789 (4)[SSN]

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from (5)(MM/DD/YY).

On or about (6)[DATE BORROWER SIGNED PNOTE], the BORROWER executed master promissory note(s) to secure loan(s)<sup>14</sup> (hereafter "loan") from (7)[NAME OF SCHOOL ON PNOTE]. This loan was disbursed for (8)[PERKINSDEBTINFO PRINCIPAL AMOUNT LOANED] on (9)[PERKINSDEBTINFO DATE OF LAST ADVANCE] at (10)[PNOTE/PERKINSDEBTINFO INTEREST RATE ASSIGNED] % interest per annum. The institution made the loan under the federally-funded Perkins Student Loan Program authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087aa et seq. (34 C.F.R Part 674). The institution demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on (11)[PERKINSDEBTINFO DEFAULT DATE]. Due to this default, the institution assigned all rights and title to the loan to the Department of Education.

After the institution credited all cancellations due and payments received, the BORROWER owed the school (12)\$[PERKINSDEBTINFO PRINCIPAL AMOUNT ASSIGNED] principal and (13)\$[PERKINSDEBTINFO INTEREST AMOUNT ASSIGNED] interest. This principal and interest, together with any unpaid charges, totaled (14)\$[PRINCIPAL AMOUNT ASSIGNED plus INTEREST AMOUNT ASSIGNED plus other fees assigned, if any]. The loan was assigned to the Department on (15)[PERKINSDEBTINFO DATE ENTERED].

Since assignment of the loan, the Department has credited a total of (16)\$[DEBTDETAIL BALANCES TOTAL PAYMENT] in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

| Principal:    | (17)\$[BALANCE CALC          | ULATION TOOL]  |
|---------------|------------------------------|--|
| Interest:     | (18)\$[BALANCE CALA          | ULATION TOOL]  |
| Total debt as | s of (19)[MM/DD/YY]:         | (20)\$[BALANCE CALCULATION TOOL]                                     |
| Interest accr | ues on the principal show    | vn here at the rate of \$[PRIN * FACTOR (INT/365.25)] per day.       |
| Pursuant to   | 28 U.S.C. § 1746(2), I cert  | ify under penalty of perjury that the foregoing is true and correct. |
| Executed on   | L                            |  |
|               |                              | Loan Analyst   |
|               |                              | Litigation Support Unit  |
|               |                              |  |
| 14 To be used | for loan(s) with master pror | missory note   |

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# Perkins Loan - Master Promissory Note - COI Instructions

- 1. BORROWER's name on the BORROWER pane
- 2. BORROWER's street address on the BORROWER pane
- 3. City, State and Zip code on the BORROWER pane
- 4. BORROWER's SSN on the BORROWER pane (also see promissory note). Replace the first five digits of the SSN with "XXXXX."
- 5. Current date
- On or about date = date BORROWER executed master promissory note(s)
- The BORROWER executed master promissory note(s) to secure loan(s) from = name of school on promissory note
- 8. Loan was disbursed for = PRINCIPAL AMOUNT LOANED on the PERKINSDEBTINFO pane. List the earlier loan first, the later loan last.
- 9. Loan was disbursed on = DATE OF LAST ADVANCE on the PERKINSDEBTINFO pane. List the dates in chronological order: earlier date first, later date last.
- 10. Rate of interest per annum = INTEREST RATE on the promissory note/PERKINSDEBTINFO pane
- 11. Defaulted on the obligation on = DEFAULT DATE on the PERKINSDEBTINFO pane
- 12. Owed the school (principal) = PRINCIPAL AMOUNT ASSINGED on the PERKINSDEBTINFO pane
- 13. And (interest) = INTEREST AMOUNT ASSINGED on the PERKINSDEBTINFO pane
- 14. Principal and interest, together with any unpaid charges, totaled = PRINCIPAL AMOUNT ASSIGNED plus INTEREST AMOUNT ASSIGNED plus other fees assigned, if any, on the PERKINSDEBTINFO pane
- 15. Loan was assigned to the Department on = DATE ENTERED on the PERKINSDEBTINFO pane
- 16. Department has credited a total of (payments) = TOTAL PAYMENT amount on the DEBTDETAIL BALANCES pane. Only the amount actually applied to the debt(s) should be included.
- 17. Principal= BALANCE CALCULATION TOOL
- 18. Interest = BALANCE CALCULATION TOOL
- 19. Current date
- 20. Total debt amount = BALANCE CALCULATION TOOL
- a. Rate of = Principal times Factor (Interest/365.25)

# 9.0 - Appendix E - Preparing the Claims Collection Litigation Report (CCLR)

The Department of Justice began using a new CCLR as of April 1, 2015. If the PCA is not using the new CCLR for its referral packages please contact the San Francisco Litigation Support Unit and it can provide a template of that document.

The CCLR must mirror the information provided in the COI. Further, the CCLR information provided must contain data that have been verified. The CCLR must be error free.

For an account with multiple COI's, prepare a separate CCLR page 1 and 2 for each COI.

Note: Submit only pages 1 thru 11 of the CCLR with the litigation package.

- Agency Claim No.: Insert debtor's borrower number listed on DMCS Borrower pane. Also, insert the borrower number and the SSN at the top of the page and at top of all subsequent pages of the CCLR (fillable PDF will automatically populate this on the top of all pages).
- 2. Date: Insert the date the System panes are printed.
- 3. a. Referring Agency: Insert the following:
  - U.S. Department of Education
  - 50 Beale Street, Room 8629
  - San Francisco, CA 94105-1813
  - b. Original Creditor Agency: Insert N/A
  - c. Referring Agency Contact: Insert the following:
  - [See 22.0 CONTACTS for this information.]
  - d. Referring Agency Location Code (ALC): Insert the referring Agency Location Code (ALC): 91020012.
  - e. Total Amount Claim: Insert the total amount of the claim for each COI (same amount placed in 9a).
  - f. Treasury Offset Program: Check Box.
- 4. <u>Debtor's Name, Address, SSN:</u> Insert the debtor's first, middle, and last name and full address. Include the debtor's SSN as the identifying number.
- 5. SOL Expiration Date: Leave Blank
  - Basis for SOL Expiration Date (include statute):
  - Insert: Higher Education Amendments of 1992 eliminated the SOL.
- Foreclosure Address: Enter N/A.
- 7. <u>Delinquency Date</u>: Insert the date of default. If multiple default dates, enter the first default date.
- 8. a. Request for DOJ Concurrence: Check NO.
  - b. Referred for: Check Enforced Collection
  - c. Debtor in Bankruptcy: Insert N/A
- a. <u>Amount of Claim</u>: Insert current principal and interest due and the interest through date for each COI. For the
  date interest began and date penalties began to accrue, leave them blank.
  - b. <u>Interest Rate</u>: Does Pre-Judgment interest accrue on this debt? Check **Yes.** What is the legal authority for the accrual of interest? Insert: **Promissory Note**. Interest Rate Type: check Annual. Interest Rate: Insert applicable interest rate. Amount accrued daily: insert the daily interest listed on the COI.
  - c. What is the legal authority for the accrual of penalties? If penalty is due, insert: Promissory Note; otherwise, enter N/A. Penalty Interest Rate Type: check "Other" if penalty is due and insert "One-Time"; otherwise, leave blank. Penalty Interest Rate: leave blank. Amount Accrued Daily: leave blank.
  - d. <u>Should DOJ compromise on the Agency's behalf</u>? Check Yes. If yes, what is the minimum compromise amount or %: Insert **75% of the current balance**.
- 10. Explanation of Claim: Check Note, guaranty, order, citation, or some other authority.
- 11. Name of person who verified Debtor Information..: Insert name of the PCA (Private Collection Agency) representative who verified each part of the CCLR
- 12. a. Debtor Type: Check Individual.

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- b. <u>Debtor Status</u>: Check Primary. If debtor status is co-debtor or co-signer or guarantor, call the Litigation Unit for guidance.
- 13. a. Debtor's full name and address: Insert debtor's full name and address.
  - b. <u>Debtor's Identification Number</u>: Insert the debtor's 9-digit social security number. <u>Other identifying No</u>.: Insert the borrower number.
- 14. <u>Debtor Contact Information</u>: Insert all known contact telephone numbers for the debtor. If applicable, include the debtor's email address and website. Include any job titles of the debtor if they are associated with an entity.
- 15. <u>Date of Birth</u>: Insert debtor's date of birth. Also, include the relationship to the primary debtor, if applicable. Otherwise, leave blank.
- 16. <u>Alias or Other Names Used</u>: Insert any known name(s) the debtor uses/has used, including maiden name, other than the name in blocks 4 and 13a. If unknown, insert **Unknown**.
- 17. Basis of liability (include applicable statute): Insert the following:

Claim evidenced by the promissory note.

Higher Education Act of 1965, as amended.

- 18. Form of Business: Insert N/A
- 19. <u>Best Place to Serve:</u> Insert where summons and complaint may be served on debtor personally, if it is not the address provided in blocks 4 and 13a. DO NOT give a P.O. Box. If same as blocks 4 and 13a, insert **Same as Block 4 and 13a**.
- 20. Entity Debtor's Only: Insert N/A.
- 21. Is debtor represented by an Attorney? Insert No
- 22. Debtor's Job Title: Insert debtor's job title and/or description, if known. Otherwise, insert Unknown.
- 23. <u>Employer's Name and Address</u>: Insert full name of address of debtor's employer, including part-time employers, if known. Otherwise, insert **Unknown**.
- 24. Debtor's Salary: Insert debtor's gross salary, and how often paid, if known. Otherwise, leave blank.
- 25. <u>Debtor Property</u>: Insert data on any real estate or personal property. If debtor is being sued for possible lien on property, this block must be populated. Real estate property value must be at least \$50,000.00.
- 26. Assets in which the Government has a secured interest: Insert N/A.
- 27. Other Assets: Insert data on any other assets the Government might be able to attach to pay the claim, such as bank or credit union addresses, account numbers, etc. If not known, insert Unknown.
- 28. Insert N/A
- 29. Insert N/A
- 30. Insert N/A
- 31. Insert N/A
- 32. Additional Agency Contact Information: Under the Administrative Unit, insert Same as Block 3c.
- 33. <u>Brief Description of the Program That Suffered a Loss</u>: Insert Student Loan Programs under the Higher Education Act of 1965, as amended.
- 34. <u>Date of Last Demand for Payment</u>: Insert date of last demand on debtor to pay this claim and summary of the debtor's response to that demand. Include details and date of any admission of debt by the debtor.
- 35. Details of any Compromise: Insert details of any compromise made by, or to, the debtor and any responses to them.
- 36. Collections Action Taken: Insert data on actions taken by the PCA to collect this claim up to this point.
- 37. <u>Total Payments Received to Date:</u> Insert the total payments received as indicated on the COI and the date of last payment.
- 38. Provide brief explanation if referral was previously sent to DOJ for litigation: Insert N/A.
- 39. Additional Information HHS Loans: Leave blank.
- 40. Additional Information Treasury Referrals: Leave blank.
- 41. CCLR Supplemental Data Sheet: Insert additional information, if any. Otherwise, leave blank.

\*\*\*END OF CCLR\*\*\*

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# 9.0 - Appendix F - Guaranty Agency List

NOTE: Some agencies are now closed, but we still hold loans they guaranteed. This list is for determining what to list on the Certificate of Indebtedness. PCA checkpoints should be the promissory note and the FFELDEBTINFO pane.

This section lists the names, addresses, and other identifying information of the guaranty agencies. The address may be used to contact guaranty agencies to resolve discrepancies in backup data. However, do not use this address if a guaranty agency has provided the PCA with a different address or addressee.

Each agency is listed in alphabetical order by the name of the state in which it is the primary guarantor. The three-digit guaranty agency code listed in parentheses for each agency is the coding system used by the Department to identify each guaranty agency.

The Higher Education Assistance Foundation (HEAF) ceased operations on December 31, 1993. In preparation for the closing, HEAF transferred its remaining guarantees on loans not in default to other guaranty agencies. Affected lenders were notified of the guaranty agency now holding their student loan guarantees which were originally issued by HEAF. The new guaranty agency will be reported on the back-up data. The Department possesses the records on defaulted loans on which HEAF paid default claims to lenders. The Educational Credit Management Corporation (ECMC), (formerly the Transitional Guaranty Agency (TGA)), processes records relating to a small number of loans guaranteed by HEAF that were not transferred to other agencies and for loans guaranteed by HEAF that were paid as or subsequently became Chapter 13 bankruptcy claims. ECMC also holds and services Chapter 13 default bankruptcies for numerous guaranty agencies that, on a voluntary basis, transfer these portfolios to ECMC.

The Puerto Rico Higher Education Assistance Corporation (PRHEAC) ceased operations on April 15, 1994 and all guarantees were transferred to the Great Lakes Higher Education Corporation (GLHEC). GLHEC will hold all defaulted loans and related records previously held by PRHEAC.

The Mississippi Guaranty Student Loan Agency (MGSLA) ceased operations on September 30, 1994 and all guarantees were transferred to the United Student Aid Funds, Inc. (USAF). USAF will hold all defaulted loans and related records previously held by MGSLA.

The Student Loan Fund of Idaho, Inc. (SLFI) has been replaced (July 1, 1994) by the Northwest Education Loan Association (NELA) as the designated guarantor. However, SLFI has not yet transferred defaulted loans and related records to NELA.

The Delaware Higher Education Loan Program (DHELP) ceased guarantor operations on April 24, 1996 and all guarantees were transferred to Pennsylvania Higher Education Assistance Agency (PHEAA). PHEAA will hold all defaulted loans and related records previously held by DHELP.

The State Education Assistance Authority (SEAA) in Virginia has been replaced (July 1, 1996) by the Educational Credit Management Corporation (ECMC) as the designated guarantor.

The Ohio Student Aid Commission (OSAC) ceased guarantor operations effective August 1, 1996 and all guarantees were transferred to Great Lakes Higher Education Corporation (GLHEC). GLHEC will hold all defaulted loans and related records previously held by OSAC.

The Alabama Commission of Higher Education (ACHE) ceased operations in December 1996 and all guarantees have been transferred to Kentucky Higher Education Assistance Authority (KHEAA) as of June 1996. KHEAA will hold all defaulted loans and related records previously held by ACHE.

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NORTHSTAR Guarantee Incorporated ceased operations in December 1997 and all guarantees were transferred to Great Lakes Higher Education Corporation (GLHEC). GLHEC holds all defaulted loans and related records previously held by Northstar.

Alabama, AL (701) Alabama Commission on Higher Education (Closed) See Kentucky

Alaska, AK (702) See United Student Aid Funds, Inc.

Arizona, AZ (804) See United Student Aid Funds, Inc.

Arkansas, AR (705) Student Loan Guarantee Foundation of Arkansas 219 South Victory Little Rock, AR 72201-1884 (501) 372-1491

California, CA (706)
California Student Aid Commission/EdFund
P.O. Box 419045
Rancho Cordova, CA 95741-9045
(916) 526-7900

Colorado, CO (708) Colorado Student Loan Program One Denver Place 999 18th Street, Suite 425 Denver, CO 80202-2440 (303) 294-5050

Connecticut, CT (709)
Connecticut Student Loan Foundation
525 Brook Street, P. O. Box 1009
Rocky Hill, CT 06067
(860) 257-4001

Delaware, DE (710) See Pennsylvania

District of Columbia, DC (611) Higher Education Assistance Foundation (Closed) See Massachusetts

Educational Credit Management Corporation (ECMC) (927) (Formerly the Transitional Guaranty Agency (TGA))
American National Bank Building
101 East 5th Street, Suite 2400
St. Paul, MN 55101
(612) 221-0566

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Florida, FL (712)
State of Florida, Department of Education
Office of Student Financial Assistance
1344 Florida Education Center
325 West Gain Street
Tallahassee, FL 32399
(850) 488-4095

Georgia, GA (713) Georgia Higher Education Assistance Corporation 2082 East Exchange Place, Suite 200 Tucker, GA 30084 (770) 414-3000

Hawaii, HI (815) See United Student Aid Funds, Inc.

Idaho, ID (716) Student Loan Fund of Idaho, Inc. P. O. Box 730 Fruitland, ID 83619 (208) 452-4058

Illinois, IL (717) Illinois Student Assistance Commission 1755 Lake Cook Road Deerfield, IL 60015 (847) 948-8500

Indiana, IN (718) See United Student Aid Funds, Inc.

Iowa, IA (719)
Iowa College Student Aid Commission
200 10th Street, Fourth Floor
Des Moines, IA 50309-3609
(515) 281-3501

Kansas, KS (620) See United Student Aid Funds, Inc.

Kentucky, KY (721) Kentucky Higher Education Assistance Authority 1050 U.S. 127 South, Suite 102 Frankfort, KY 40601-4323 (502) 696-7200

Louisiana, LA (722) Louisiana Office of Student Financial Assistance P. O. Box 91202 Baton Rouge, LA 70821-9202 (504) 922-1012

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Maine, ME (723)
Maine Education Assistance Division
Finance Authority of Maine
#119 State House Station
One Weston Court
Augusta, ME 04333
(207) 623-3263

Maryland, MD (724) See United Student Aid Funds, Inc.

Massachusetts, MA (725) American Student Assistance 330 Stuart Street, Berkeley Place Boston, MA 02116-5292 (800) 999-9080

Michigan, MI (726)
Michigan Higher Education Assistance Authority
P. O. Box 30047
Lansing, MI 48909
(800) 642-5626

Minnesota, MN (727) See Wisconsin

Mississippi, MS (728) See United Student Aid Funds, Inc.

Missouri, MO (729) Coordinating Board for Higher Education 3515 Amazons Drive Jefferson City, MO 65109-5717 (573) 751-2361

Montana, MT (730) Montana Guaranteed Student Loan Program 2500 Broadway Helena, MT 59620-3101 (406) 444-6594

Nebraska, NE (731) Nebraska Student Loan Program 1300 O Street P.O. Box 82507 Lincoln, NE 68501-2507 (402) 475-8686

Nevada, NV (732) See United Student Aid Funds, Inc.

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New Hampshire, NH (733)
New Hampshire Higher Education Assistance Foundation
44 Warren Street
P. O. Box 877
Concord, NH 03302-0877
(603) 225-6612

New Jersey, NJ (734)
New Jersey Higher Education Assistance Authority
Guaranteed Student Loan Program
4 Quakerbridge Plaza
P.O. Box 540
Trenton, NJ 08625-0540
(800) 792-8670

New Mexico, NM (735) New Mexico Student Loan Guarantee Corporation 3900 Osuna, N.E. P.O. Box 92230 Albuquerque, NM 87199-2230 (505) 345-3371

New York, NY (736) New York State Higher Education Services Corporation 99 Washington Avenue, Twin Towers Albany, NY 12255 (518) 473-7087

North Carolina, NC (737) North Carolina State Education Assistance Authority P.O. Box 2688 Chapel Hill, NC 27515-2688 (919) 549-8614

North Dakota, ND (738) Student Loans of North Dakota North Dakota Guaranteed Student Loan Program P. O. Box 5524 Bismarck, ND 58506-5524 (701) 328-5754

Ohio, OH (739) See Wisconsin

Oklahoma, OK (740)
Oklahoma State Regents for Higher Education
Guaranteed Student Loan Program
P. O. Box 3000
Oklahoma City, OK 73101-3000
(405) 858-4300

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Oregon, OR (741)
Oregon State Scholarship Commission
1500 Valley River Drive, Suite 100
Eugene, OR 97401
(541) 687-7400

Pennsylvania, PA (742)
Pennsylvania Higher Education Assistance Agency
1200 N. 7th Street
Towne House
Harrisburg, PA 17102-1444
(717) 720-2850

Puerto Rico, PR (772) See Wisconsin

Rhode Island, RI (744) Rhode Island Higher Education Assistance Authority 560 Jefferson Boulevard Warwick, RI 02886-1320 (401) 736-1100

South Carolina, SC (745)
South Carolina State Education Assistance Authority
Interstate Center, Suite 210
P. O. Box 210219
Columbia, SC 29221
(803) 798-0916

South Dakota, SD (746) Education Assistance Corporation 115 First Avenue, S.W. Aberdeen, SD 57401 (605) 225-6423

Tennessee, TN (747)
Tennessee Student Assistance Corporation
Parkway Towers, Suite 1950
404 James Robertson Parkway
Nashville, TN 37243-0820
(615) 741-1346

Texas, TX (748)
Texas Guaranteed Student Loan Corporation
P.O. Box 201725
Austin, TX 78720
(512) 219-5700

Transitional Guaranty Agency (927) See Educational Credit Management Corporation

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United Student Aid Funds, Inc. (USAF) (800) United Student Aid Funds, Inc. P.O. Box 6180 Indianapolis, IN 46206-6180 (317) 849-6510

Utah, UT (749)
Utah Higher Education Assistance Authority
355 West North Temple
#3 Triad Center, Suite 550
Salt Lake City, UT 84180-1025
(801) 321-7200

Vermont, VT (750) Vermont Student Assistance Corporation P. O. Box 2000, Champlain Mill Winooski, VT 05404-2601 (802) 655-9602

Virgin Islands, VI (778) See Wisconsin

Virginia, VA (751) See Educational Credit Management Corporation

Washington, WA (753) Northwest Education Loan Association 500 Coleman Building 811 First Avenue Seattle, WA 98104 (206) 461-5300

West Virginia, WV (654) See Pennsylvania

Wisconsin, WI (755) Great Lakes Higher Education Corporation P.O. Box 7858 Madison, WI 53707 (608) 246-1800

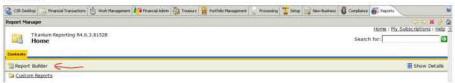
Wyoming, WY (656) See United Student Aid Funds, Inc.

# 9.0 - Appendix G - Quality Assurance at Private Collection Agencies

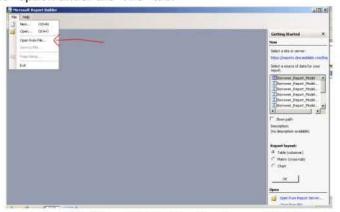
- The PCA Quality Assurance monitor should sign the Cover Sheets (upper left corner) verifying that the litigation package has been completed in accordance with directions provided by Litigation Support Unit staff.
- 2. The PCA Quality Assurance monitor should review the litigation package for accuracy and clarity; check for any errors and correct before submitting to Litigation Support Unit.
- 3. Each litigation package, without holes punched, must be contained in a folder, without fastener: Manila File Folder, Top Tabs, 1/3 Cut, 1<sup>st</sup> Position, Letter Size. Label the folder with the borrower's name and/or SSN.
- 4. Review cover sheet to ensure DOJ District / Work Queue is correct.
- Review Certificates of Indebtedness (COI). All COI(s) must be error free and reflect data as contained in the
  printouts provided. COI(s) must be original and numbered. For example, Certificate of Indebtedness #1 of
  1. Different interest rates require separate COI(s) and a CCLR "THE CLAIM AT A GLANCE."
- 6. Do not prepare separate COI(s) for an account that has same type of loans, with same interest rates, from same guarantor, unless directed otherwise.
- 7. Do not submit fronts of promissory notes with backs from different promissory notes. This is not acceptable.
- 8. Referrals with missing promissory notes cannot be litigated.
- 9. All Application and Promissory Notes must be fully legible with no information cutoff and/or pages missing.
- 10. Indemnifications in lieu of Promissory Notes are not acceptable for litigation.
- 11. The "aka" should be any name used on the promissory note only.
- 12. Do not use a P.O. Box address on the COI.
- 13. Prepare one CCLR for an account with loans that has same interest rate. For an account with loans that has different interest rates, prepare separate page 1 and 2 of the CCLR for each COI.
- 14. Review the CCLR for accuracy. Ensure all requested responses are provided. COI and CCLR should list all aka(s), as identified on the promissory notes only.
- 15. Do not submit account for litigation if borrower does not own real property and is unemployed.
- 16. Review CBR for open bankruptcy or possible student loan judgment.
- 17. Review HISTORICAL EVENTS and DEBTINFO panes for prior judgment and/or DOJ assignment.
- 18. Review HISTORICAL EVENTS pane to verify that all disputes are settled. If the borrower was sent application (disability, closed school, unpaid refund, etc.) to request for discharge of the loan(s) and has not completed it, within 90 days, then it is OK to refer for litigation. Descriptions of this activity need to be on the CCLR Supplementary Sheet, if not elsewhere in the referral, such as on the HISTORICAL EVENTS. Copy of all documents pertinent to the dispute need to be included as part of the referral package.
- 19. Review FSA's database to assure payments have not posted within 60 days and the account is not paid-in-full/compromised.
- 20. Accounts returned from DOJ, for any reasons, are not to be referred to DOJ again (check HISTORICAL EVENTS).
- 21. The 1<sup>st</sup> of June of each year, do not prepare a variable interest rate COI (do not submit the litigation package) until the new rate is updated in system—see DEBTINFO pane(s).
- 22. Ensure that all FSA criteria have been met.

# 9.0 - Appendix H - How to Run Litigation Screen Print Reports

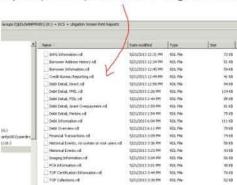
Users must login to Citrix first (<a href="https://fsacitrixweb.ed.gov">https://fsacitrixweb.ed.gov</a>), and then log into DMCS. Under the Reports tab, click on Report Builder:



Click yes to run, and then enter the DMCS userid and passwords again twice when prompted. Then choose the "Open from File" option under the "File" tab:



Select a report (.rdl file) from K-DCS-Litigation Screen Print Reports; double click to open:



Then click "Filter:"



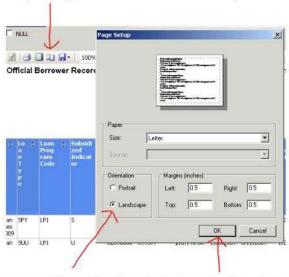
Enter the new SSN into the textbox and click "OK":



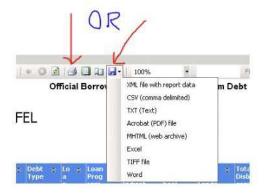
## Click "Run Report:"



Choose "Page Setup," and then choose "Landscape" and "OK":



Now choose to either print directly (printer icon), or download to another format ("save" icon)—Word seems to retain the formatting the best (converts report to a Word table):



Enter the next SSN in the textbox at the top of the report (or enter it in the filter again):



To run a different report, again choose the "Open from File" option under the "File" tab. To keep the templates intact, don't save the changes made to the SSN:

### 10.0 SUSPENDING AND CEASING COLLECTION

## 10.1 Suspending collection

The PCA must immediately suspend collection on an account under the following circumstances:

| Suspend collection if the borrower:   | Example:  |
|---|---|
| Bankruptcy  | See 17.0 - ACCOUNT RETURNS, ADMINISTRATIVE RESOLUTIONS, AND BANKRUPTCY.   |
| Requests a written review or hearing in response to the 65-Day Notice of Federal Offset or 30-day Administrative Wage Garnishment (AWG) Notice. | Ten days after the AWG notice is sent, the PCA receives a letter from the borrower requesting a hearing because she objects to the validity of the debt.  |
| Files a written or verbal complaint against the PCA.  | Includes written/verbal Congressional, U.S. Attorney inquiries and media requests.  See 15.0 – COMPLAINTS AGAINST THE PCA.  |
| Disputes the debt in writing  | The borrower says the debt was never incurred, was paid off, or should have been canceled   |
| Raises a legal defense against the debt.  | The borrower says the school closed, claims false certification, unpaid refund, or fraud. The borrower does not need to explicitly request a discharge. The PCA must suspend collection if, in the course of conversation with the borrower, or while reviewing written correspondence, the PCA identifies conditions for which the borrower may be eligible for discharge. |

If the PCA does not suspend collection activity as required, FSA will recall the account from the PCA and may take other possible adverse actions.

## 10.1.1 Initial suspension period (60 days)

For all of the above circumstances except defense, the PCAs must suspend collection activity for an initial period of sixty (60) calendar days unless FSA informs the PCA before then that it has reached a decision.

The PCA may NOT attempt any form of collection on a suspended account but they can assist the borrower with any questions regarding a dispute or legal defense they filed only.

Once FSA has made a decision on a borrower dispute, defense or objection, FSA will notify the PCA to resume collection activity or close and return the account.

For discharges follow the instructions in chapter 16.0-ADMINISTRATIVE (SCHOOL-BASED) DISCHARGES

## 10.1.2 Request for FSA follow up

If it has been 75 days since the account has been suspended, FSA does not make a determination to resume collection activity within the initial suspension period (60 days), the PCA may follow up with FSA for additional guidance.

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#### 10.1.3 Federal Offset and AWG

PCAs must process all requests for written review and/or hearings for federal offset or administrative wage garnishment in accordance with FSA requirements and guidelines.

### 10.2 Ceasing Collection

The PCA must permanently *cease* collection as soon as the borrower requests in **writing** that the PCA stop all communications with them. All collection activity including letters, phone calls, and contact with the borrower or employer must stop.

In accordance with the Fair Debt Collection Practices Act, the PCA shall not communicate further with the borrower with respect to such debt, except to advise the borrower that, collection efforts are being terminated; that involuntary remedies may be invoked; or that a specific involuntary remedy intends to be invoked. We remind PCAs that State or local laws may provide borrowers with additional protections, and that PCAs must comply with all applicable laws.

If the borrowers requests to the PCA is to discontinue phone calls to the borrower's employer or to the borrowers cell or home telephone number, the PCA is not required to cease all collection activity only activity by telephone, they may still send letters.

The borrower would need to notify the PCA in writing to remove any previous request for cease collection in order for the PCA to initiate communication.

#### 10.2.1 Final contact

The PCA is allowed one final contact with the borrower when the borrower requests in writing that the PCA stop all communications with them.

#### 10.2.2 AWG or litigation

When a PCA ceases collection activity on an account, the PCA must evaluate the account for Administrative Wage Garnishment or litigation.

If the PCA finds that AWG or litigation is not possible the PCA may request FSA to recall the account via an eIMF to the FSA Atlanta Regional Office. The eIMF must include a copy of the borrower's cease/desist letter.

### 11.0 DOCUMENTING COLLECTION ACTIVITY

PCAs must document all collection activities on either the PCA's system or the Debt Management Collection System (DMCS).

PCAs must ensure that all annotations of the PCA and DMCS systems use professional and appropriate language at all times.

## 11.1 Documenting the PCA's System

PCAs must document all collection activities in the PCA's system, including in-coming and out-going calls, complaints, and written correspondence received and delivered.

PCAs must annotate the borrowers account with *clear* and *accurate* summaries of the conversations that occurred along with any conclusions or agreements made during the conversations such as a payment agreement or complaint.

PCAs may use industry standard abbreviations.

### 11.2 Documenting DMCS

PCAs must document in DMCS:

- · changes to the borrower's contact information; and
- specific activities related to eIMFs, Administrative Wage Garnishment, compromises, rehabilitation, and consolidation.

11.2.1 Identity and contact information change requirements

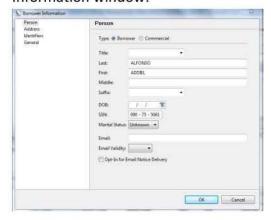
| If this changes:                | PCA must:  |
|---------------------------------|--|
| Name (Last or First)            | Name Changes:  |
| changes, misspelled, etc        | Obtain at least one form of legal identification (copy of a valid state driver's license, state-issued identification card, passport, marriage or birth certificate, or court documents of name change) showing the borrower's name and another identifying matching item (dob, address, SSN);. If the documentation does not have another matching identifying item, a second form of legal identification would be required. Once the required documentation is received, submit it to Greenville for updates as instructed in section 12.4.6 "Name changes, social security number and date of birth changes" |
| Date of Birth (DOB)             | DOB Changes:  Obtain a copy of a valid state driver's license, state-issued identification card, passport, birth certificate, or alien registration card or court document ordering the name change. Once the required documentation is received, submit it to Greenville for updates as instructed in section 12.4.6 "Name changes, social security number and date of birth changes"   |
| Social Security<br>Number (SSN) | SSN changes:  Obtain at least two forms of legal identification such as a copy of the driver's license, passport, social security card, or federal ID showing the borrower's SSN. Once the required documentation is received, submit it to Greenville for   |

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|                          | updates as instructed in section 12.4.6 "Name changes, social security number and date of birth changes"  |
|--------------------------|---|
| Address and phone number | Check DMCS and if the address or phone number is different, evaluate which is most current and accurate.  Ensure both the PCA and DMCS systems have the most current, accurate address and phone number.  If a PCA receives a "new" address from FSA in their address extract file but determines that the address on the PCA's system is the correct address, update the DMCS address back to the PCA "Valid" address. |
|                          | If the PCA contacts the borrower at an address other than the last address known to FSA and the first demand was returned, the PCA must reissue its first demand letter to the borrower at the new address.  Upon receipt of evidence that a borrower's current address or phone number of record is not valid, change the address status field on DMCS to "Invalid."   |
| Employer<br>Information  | To the extent practicable, the PCA must update employer demographic information such as the name, address and phone number in the employment section for borrower contacts in DMCS  |

## 11.2.2 How to update demographic information

To update borrowers address, telephone number and employer demographic information on DMCS, click "Edit" on the DMCS system CSR Desktop, and edit the fields in the Borrower Information window:



PCAs must document and annotate DMCS for updates to borrower demographic information in accordance with the corresponding sections of this Procedures Manual and the DMCS Private Collection Manual.

### 11.2.3 Notice Request window

PCAs must ensure that the Notice Request window of the borrower's DMCS account accurately reflects the letters sent on an account, along with the undeliverable code if the letter is returned as undeliverable.

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### 12.0 WRITTEN CORRESPONDENCE

This section describes the requirements for how PCA's are to handle most types of written correspondence they receive (paper mail, e-mail, and faxed correspondence).

This chapter does not cover complaints against the PCA. See 15.0 - COMPLAINTS AGAINST THE PCA.

Correspondence includes any documentation related to a borrowers account. If it is paper mail it would include the envelope.

PCAs must be able to electronically store and, upon request by FSA, produce viable copies of all incoming written correspondence (i.e. paper mail, e-mail, and faxed) and responses sent from the PCA.

Upon request by FSA, PCAs must send secured electronic files of imaged documents.

If the PCA has received paper correspondence where the original document is required for the completion of a program (e.g., misdirected payments, Loan Verification Certificates, and loan consolidation applications), the PCA must store it in a central repository that is secured under lock and key and accessible from the PCA administrative office or other central location until it is forwarded to the appropriate location. Once the PCA forwards the paper correspondence to the required entity, the PCA must retain an electronic image (see 12.1 – Intake, below).

#### 12.1 Intake

The PCA must immediately (same day) date-stamp all pages of correspondence received, including the envelope and coversheets.

- In most instances, date-stamps should appear on the actual document, but in some cases it may
  not be appropriate to date-stamp the original correspondence, and in those cases the PCA must
  date-stamp a copy (i.e. misdirected payments, consolidation application).
- The date stamp can be manual or electronic but must include at a minimum the month day and year it was stamped.

The PCA <u>must</u> document on its system all applicable information related to the correspondence with <u>24</u> <u>hours</u> of receipt. If any action was taken on the correspondence (as described below in this chapter), it must be documented on the date the action was taken. PCAs <u>must</u> image incoming correspondence within <u>24 hours</u> of receipt.

#### 12.2 Correspondence that requires a direct response from the PCA

Within **ten (10) business days** of receipt, the PCA must research and take appropriate action on any of the following requests made through correspondence. Appropriate action could be written, telephone, or system updates.

- contact information changes (address, employer and phone number):
   When the correspondence provides information of the borrower's address, employer or phone number changes, the PCA must follow the instruction provided in chapter 11.0- Documenting Collection Activity, to ensure all appropriate documentation was received in order to make the changes.
  - If all required documentation received, update DMCS as described in section 11.2.2
     "How to update demographic information".

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- If additional documentation is required contact the borrower by phone, unless there is a cease and desist on file.
- requests for promissory note copies or validation of the debt (s):

The PCA must send the borrower, representative, or other appropriate party, copies of the requested promissory note(s) by mail.

The copy should be the most legible copy available.

To obtain a copy of the Promissory Note, follow the instructions in 18.0 – LOCATING PROMISSORY NOTES.

#### requests for payment histories

PCAs must send the borrower a copy of the payment history on the account by mail.

A payment history can be obtained by running the "RPca46" report on DMCS.

To request this report the PCA should:

- Go to "Debt Manager Reporting" on DMCS
- Go into the "PCA Reports" folder;
- select "RPca46\_Payment Financial History Section Report"
- choose "RPca46\_Payment Financial History Section Report" report;
- enter borrower number; and
- click on "view report"
- requests for payment arrangements or expressing an inability to pay

PCAs must contact the borrower to arrange payments or provide other options by telephone (unless there is a cease and desist on file) and/or in writing.

Required documentation for voluntary and involuntary repayment programs

The PCA's may receive documentation required in voluntary and involuntary repayment programs and they must review this documentation and determine if it is complete and accurate or if they need additional information or updates from the borrower. If there is a deficiency then the PCA must contact the borrower by telephone (unless there is a cease and desist on file) and/or in writing to inform them of what the deficiency is.

Details of what is required on such documentation will be outlined in the respective chapters for those programs.

#### 12.2.1 Responses sent by the PCA

Any response sent by mail from the PCA must be documented on the DMCS Historical Events pane on the date it was sent (if it is not documented on the date it was sent, the comments should include the actual date it was sent) and a summary of what was sent and why.

If the response letter being sent does not have a corresponding DMCS letter number that identifies that it has been sent, the PCA must forward a copy of that letter to Greenville to Archive and ensure it has been imaged. It should also be imaged on the PCA's imaging system.

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Responses that need to include documentation should have the most legible copy available to the PCA.

A <u>timely response</u> is when the PCA has provided a final response or completed the appropriate action to one of the above correspondence items received within 10 business days of receipt.

An interim response is when a final response is not possible or cannot be completed within 10 business days due to external constraints. The PCA must send an interim response indicating a reason for delay and that a final response is forthcoming.

• the PCA should update the Historical Events pane with a comment that an interim letter was sent and the reason they were unable to provide the final response timely.

### 12.3 Bankruptcy Documents (other than the Bankruptcy Petition)

The PCA may receive bankruptcy petitions and other bankruptcy documentation (see below) by mail. To determine what must be done with this type of correspondence the PCA must follow the instructions in chapter 17, section 17.3.

Examples of such documents are:

- any Summons and Complaint in an Adversary Proceeding;
- any Motion for Sanctions/Contempt;
- other notice or pleading in an adversary proceeding; or
- objection to a proof of claim filed by or on behalf of FSA.

#### 12.4 Subpoena's

The PCA must forward any subpoenas received to the following email address: <u>FSASubpoena@ed.gov</u> It will be reviewed and decided to either approve the release of information or provide a response for why the information cannot be released.

### 12.5 Correspondence Referred to the Default Resolution Group for Response

The PCA must refer the following to the Default Resolution Group, so the Default Resolution Group can respond to the borrower:

- requests for paid in full (PIF) letter
- requests for settled in full (SIF) letter (for compromises)
- requests for Title IV reinstatement letter
- disputes and completed administrative discharge applications
- misrouted correspondence
- Name, social security number and date of birth changes
- written requests for AWG and TOP hearings
- written congressional inquiries

### 12.5.1 Paid in full (PIF) letter.

The PCA must refer requests for PIF letters to the Default Resolution Group, via eIMF, only if the account has a balance of principal and interest that is below \$25.

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# 12.5.2 Settled in full (SIF) letter (for compromises).

The PCA must refer requests for SIF letters to the Default Resolution Group, via eIMF, only if the borrower has satisfied the terms of a compromise agreement.

#### 12.5.3 Title IV reinstatement letter.

The PCA must refer requests for a Title IV reinstatement to the Default Resolution Group, via eIMF, and selecting IMF type "Title IV reinstatement letter", only if the borrower meets the qualifications for Title IV reinstatement (see chapter 13, section 13.3 for what qualifies the borrower)

# 12.5.4 Disputes, and Discharge Applications

If the PCA receives either a written dispute about the debt's balance or enforceability or a completed discharge application from the borrower, or the PCA encounters a discharge application in correspondence that has not been worked, the PCA must attach the documentation to a manifest (see 12.0 – Appendix A) that identifies the "type" of request it is (Dispute; Discharge application). More than one borrower per type can be included with the manifest as long as the documentation for each borrower is separated with a paper clip.

If a piece of correspondence contains the following phrases or objections, they are indicative of a potential borrower defense claim and should be treated in the same manor a dispute or discharge is handled.

- Borrower Defense
- Borrower Defense to repayment
- Defense to Repayment (DTR)
- · Victim of acts or failures to act by the school
- Fraud or misrepresentation by the school

The documentation should be forwarded to:

U.S. Department of Education ATTN: Workflow 6201 Interstate 30 Highway Greenville, TX 75402 \*\*\*Should not contain payments

The PCA must follow the instructions for the type of dispute or discharge application received as outlined in chapters 10.0-SUSPENDING AND CEASING COLLECTION and 16.0-ADMINISTRATIVE (SCHOOL-BASED) DISCHARGES.

# 12.5.5 Misrouted Correspondence

If the correspondence is in regard to an account that is not currently assigned to the PCA it must be sent to FSA for review. The PCA must attach the documentation to a manifest (see 12.0 – Appendix A) that identifies the "type" of request it is (Misrouted Correspondence). More than one borrower per type can be included with the manifest as long as the documentation for each borrower is separated with a paper clip.

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The PCA must forward the misrouted correspondence for rerouting to the correct PCA to:

U.S. Department of Education

ATTN: Workflow

6201 Interstate 30 Highway

Greenville, TX 75402

\*\*\*Should not contain payments

12.5.6 Name changes, social security number and date of birth changes If the PCA receives documentation for a name, social security number or date of birth change, see chapter 11.0- Documenting Collection activity, section 11.2.1, "Identity and contact information change requirements" for acceptable documentation and chapter 14.0- Special Account Conditions, section 14.1, "Incorrect SSN-Working with Third Parties, 14.2 "Pseudo SSNs". The PCA must attach the documentation to a manifest(see 12.0 – Appendix A) that identifies the "type" of request it is (Name Change; Social Security change; Date of Birth Change). More than one borrower per type can be included with the manifest as long as the documentation for each borrower is separated with a paper clip.

The documentation should be forwarded to:

U.S. Department of Education

ATTN: Workflow

6201 Interstate 30 Highway

Greenville, TX 75402

\*\*\*Should not contain payments

# 12.5.7 Written requests for AWG and TOP hearings

The PCAs should follow instructions for AWG Hearings in section 7.11.1, How is a Hearing Received and for TOP Hearings in section 8.1, 65-day Notice

## 12.5.8 Written Congressional inquiries

Within 24 hours of receipt, PCAs must send written inquiries from a U.S Congressional Office (senators and representatives) or the White House, via overnight package, to:

U.S. Department of Education

ATTN: Workflow

6201 Interstate 30 Highway

Greenville, TX 75402

\*\*\*Should not contain payments

PCAs must send each Congressional inquiry submission separately in its own single overnight package with a cover letter/sheet indicating possible Congressional documentation.

# 12.6 Mailing Original Hard Copies to the Default Resolution Group

For all correspondence that is referred to the Default Resolution Group for response, the PCA must mail all the original hard copy correspondence to:

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U.S. Department of Education
ATTN: Workflow
6201 Interstate 30 Highway
Greenville, TX 75402
\*\*\*Should not contain payments

The PCA must ensure that the borrower's DMCS account number (TI#) appears on each correspondence.

The PCA must also circle the borrower's SSN or Debt ID on the front page of the correspondence. If the borrower's SSN or Debt ID doesn't appear on the front page, the PCA must hand-write the SSN or Debt ID, so that it is legible, in the upper right-hand corner of the first page.

# 12.6.1 Sending multiple correspondence packages

For single shipments with multiple correspondence packages, the PCA must include a manifest that lists each borrower's name and account number (see 12.0 Appendix A).

The PCA must ensure that the borrower's DMCS account number appears only on correspondence associated with that account and DOES NOT appear on other borrower's correspondence.

# 12.6.2 Sending multiple workflow types in the same package

PCAs must bundle documents by workflow type (e.g. rehabilitation and AWG hearings request bundles in the same package), and ensure each bundle is accompanied by a manifest indicating the workflow type and DMCS account numbers included in that bundle.

## 12.6.3 Including archive only documents

PCAs may include documents for archive only in the same shipment with documents for workflow, as long as the archive and workflow documents are bundled separately and each bundle has a manifest.

# 12.7 Monitoring Default Resolution Group responses

For correspondence sent to the Default Resolution Group, PCAs must monitor DMCS for notation.

In addition, PCAs may view copies of response letters in the borrower's DMCS image file. Responses may take up to 3 weeks for resolution. When following up on correspondence sent to DRG the PCA should first check and make sure if and when the package was delivered. If the package was delivered more than 3 weeks prior the PCA should email the CO and CORs with any questions and concerns.

#### 12.8 Referring Correspondence to FSA Atlanta Regional Office

The PCA must refer the following to the FSA Atlanta Regional Office, via eIMF, and include the documentation so FSA can respond to the borrower:

- complaints
- payment issues

The PCA must adhere to the requirements described in other chapters of this manual and the DMCS Private Collection Manual when referring correspondence to FSA Atlanta Regional Office for the reasons described above.

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# 12.9 Referring Sensitive Inquiries

PCAs must refer sensitive inquiries to the appropriate FSA office.

| Sensitive Inquiry Type             | Send original documentation to:                       |  |
|------------------------------------|---|--|
| Letters from U.S. Attorneys or the | FSA San Francisco Regional Office (Region 9):         |  |
| Department of Justice              | U.S. Department of Education                          |  |
|                                    | Federal Student Aid                                   |  |
|                                    | 50 Beale Street, Room 8601                            |  |
|                                    | San Francisco, CA 94105                               |  |
| Litigation (lawsuit) documents     | Within 24 hours of receipt, overnight mail a copy to: |  |
| referencing account held by FSA.   | Education Department                                  |  |
|                                    | Office of General Counsel                             |  |
|                                    | DPE: Servicer   |  |
|                                    | 400 Maryland Ave., SW                                 |  |
|                                    | Washington DC 20202                                   |  |
|                                    | Or, email a password protected copy to                |  |
|                                    | OGC.Servicer@ed.gov                                   |  |
| Letters from the media             | FSA Atlanta Regional Office (Region 4)                |  |
|                                    | U.S. Department of Education                          |  |
|                                    | Federal Student Aid                                   |  |
|                                    | 61 Forsyth Street, SW, Room 18T30                     |  |
|                                    | Atlanta, GA 30303                                     |  |

# 12.10 Maintaining Written Correspondence Documentation

Unless otherwise stated in the Task Order, under the FSA Scheduling Contract or specifically instructed by FSA, agencies must retain account information for the life of the contract.

# 12.11 Correspondence Report

On a monthly basis, the PCA must provide FSA an electronic correspondence report listing all written correspondence received for the previous month. The report is due by the fifteenth (15th) day of the following month (by next business day if the 15th falls on a weekend/holiday) and it should be sent to the CO and the COR(s)

An electronic Correspondence Report must contain the following:

- a list of all correspondence received for a given month broken down by:
  - the borrower's account number,
  - type of correspondence by code (financial statement, general inquiries, powers of attorney, returned disability applications, etc.), and
  - · an optional comments section.
- Current correspondence categories and codes to be utilized include:
  - AWG All correspondence pertaining to the AWG process (hearings, pay stubs for VPY, fin statements, etc.)
  - 2. AR Admin resolution documentation (BNK/DIS/INCAR/DEA applications, letters, certificates, etc.)
  - 3. CPL Complaints
  - 4. ER Employer verification documentation

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- 5. CD Cease and desist/do not contact
- 6. MP Misdirected payments
- 7. DV Dispute/Verification (validity request/pnote request/payment history/incorrect balance/wrong party); also include cancellations closed school, ATB, false certifications, etc.
- 8. DP Disclosure permission (POA, auth to speak to third parties/attorney, etc.)
- PC Program Correspondence (all docs associated with rehab/consolidation process agreement letters/LVCs/financial documents, etc.)
- 10. AC All Attorney correspondence
- 11. RPY All correspondence related to non-program/AWG repayments financial docs, W-2s, compromises, repay requests, etc.
- 12. TOP TOP related inquires/issues
- 13. TPR Third party requests, inquiries from outside agencies
- 14. BL Borrower letters (NOT listed in other categories requests for info, questions, Title IV letters, SIF, BIF, refusal to pay, etc.)
- 15. MIS Miscellaneous (any correspondence not falling in categories listed above)

# 12.0 - Appendix A - Manifest for PCA Image Updates

## **PCA Image Updates**

| Agency #           | Phone #    | <del></del>            | Date Received |              |
|--------------------|------------|------------------------|---------------|--------------|
| Courier Tracking # |            | Archive or             | Workflow      | (circle one) |
| Request Type:      |            |                        |               |              |
| Borrower's Name    | Borrower I | Borrower Number (DMCS) |               | rower's SSN  |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |
|                    |            |                        |               |              |

# Instructions:

- Incomplete manifests and/or improperly submitted documents will be rejected.
- Do not send copies of promissory notes that are already imaged in DMCS.
- The front page of each correspondence must include:
  - the borrower's DMCS account number (TI#)
  - o the borrower's Debt ID, circled or hand-written in the upper right corner
  - the type of workflow (e.g. "AWG hearing")
- Paper clip documents from same borrower. Do not staple or tape documents together
- Remove sticky notes. If sticky notes need to be imaged, place them on a blank page and include that in the borrower's package.
- Ensure that the borrower's DMCS account number appears only on correspondence associated with that account and DOES NOT appear on other borrower's correspondence.
- If sending multiple workflow types, bundle documents by workflow type, and ensure each bundle has a manifest indicating the workflow type and DMCS account numbers included in that bundle
- Ensure that archive and workflow documents are bundled separately and each bundle has a manifest.
- If the DMCS account number (Ti#) is not available, you may supply the SSN instead.

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# 13.0 GENERAL COLLECTION INFORMATION

#### 13.1 USE OF CELL PHONES

PCAs must NOT use cell phones (personal or business) to contact borrowers.

## 13.2 THIRD PARTY CONTACT

In any instance where the borrower wants the PCA to provide information to a 3<sup>rd</sup> party, they must provide a signed, written authorization to the PCA. If a borrower is incapacitated and a 3<sup>rd</sup> party wishes to discuss the borrower's loan(s) they would need to provide a written power of attorney. If an attorney states they are representing a borrower, they must provide a signed written authorization from the borrower in order to discuss the loans. If the borrower is on the phone with the 3<sup>rd</sup> party, they can grant a one-time permission for that conversation. If the agency is skip tracing a borrower the only information they are able to ask a 3<sup>rd</sup> party for is location information:

- customer's home phone
- · customer's home address
- customer's place of employment

If a representative is only on the phone with 3rd Party, when they are authenticating the identity the representative must confirm that there is an authorization or they have authorization to speak to them before continuing with the call.

#### 13.3 TITLE IV REINSTATEMENT

A borrower who is in default on a loan held or insured by FSA is ineligible to qualify for additional Title IV student assistance due to the default status. The borrower may be able to regain eligibility by entering into a voluntary agreed-upon payment arrangement.

An agreed-upon payment arrangement means that the borrower and the PCA discussed a voluntary repayment programs and agreed upon a monthly payment amount based on any required document(s) needed for that program. The monthly payment amount cannot pay off the loan(s) prior to the reinstatement request.

A borrower sending in random payments that do not qualify for any program are not eligible for a request for Title IV reinstatement.

#### 13.3.1 Disqualifying features

The following would not qualify for Title IV reinstatement:

- The borrower was previously reinstated for Title IV eligibility due to an agreed voluntary repayment
  arrangement on their defaulted loans and subsequently missed payments after receiving new Title IV
  aid.
- 2. The borrowers may have defaulted loans held by guaranty agencies and schools. If this is the case and the borrower has not established voluntary payment agreements with the other loan holders the borrower may still not be eligible for Title IV aid reinstatement.

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 If the borrower completes a voluntary agreed upon payment arrangement with FSA and has also made and fulfilled similar agreements with the other defaulted loan holders they then may be eligible for Title IV aid reinstatement.

# 13.3.2 What is needed from the borrower to qualify

The following is required from the borrower in order to be eligible to request Title IV aid reinstatement:

- Work with the PCA on what is needed to determine a qualifying monthly repayment amount on one
  of the approved FSA voluntary repayment programs
- 2) Complete and return all the required documentation for the program that the borrower agrees to.
- 3) Complete the required number of on-time payments as described below:
  - Federal Student Loan Programs -making six consecutive, monthly, full, voluntary on-time
    payments. "On-time" is defined as being received at the lockbox within 20 days of the
    established due date of the agreement.
  - Grant Overpayments Students whose only outstanding debt is an eligible program
    overpayment (POVR) may regain eligibility simply by entering into an acceptable repayment
    agreement, including a compromise agreement or promise to pay in full. This means that the
    student is eligible to receive additional Title IV funds even BEFORE making their first
    payment. Eligible POVR debts are those debts where the funds were disbursed on or after July
    1, 2000. POVRs disbursed prior to this date follow the same reinstatement rules as loans.
- 4) Continue to make the full amount of the agreed upon voluntary payments on time even after the required number of payments to qualify for a reinstatement request are made in order to ensure continued eligibility of Title IV aid

# 13.3.3 What is needed by the PCA for a reinstatement request

There are certain steps the PCA must take in order to ensure the borrower qualifies for a request for reinstatement:

- Ensure all documentation needed to calculate an agreed upon voluntary payment arrangement for a qualifying program are received and imaged in DMCS
- Ensure the borrower is aware of what is required from them in order to qualify and that they may only have Title IV eligibility reinstated once and must continue to make on-time payments every month to maintain Title IV eligibility.
- 3) Update DMCS:
  - Payment schedule based on the payment programs instructions on when this update can be done.
  - If it is a compromise, update appropriate windows as described in Chapter 4, section 4.4.3
  - Historical events window with exactly what was agreed on and it must include but is not limited to the type of program, the monthly payment amount, and the day of the month the payments are due on.
- 4) Ensure that the qualifying number of payments have been received on time and in full, if payments are required.

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# 13.3.4 Submitting for Reinstatement

Once the borrower has provided all the required documentation and made the required number of on time payments in order to qualify for the PCA to submit a request for Title IV reinstatement they need to:

- Make sure they get the following information from the borrower and updated it into the DMCS Historical Events window:
  - School Contact name
  - School Fax number
  - School Address
- Ensure DMCS is updated as described above in section 13.3.3
- Submit the request to DRG through eIMF. The IMF type would be "Title IV reinstatement letter"

Note: At the time of the qualifying 6<sup>th</sup> payment, if a borrower contacts the PCA to request that they submit the Title IV reinstatement and that payment was made with a debit/pre-paid card that was processed and approved and not yet posted to DMCS, the PCA must immediately annotate DMCS, that the payment was approved and on what date. If DRG attempts to review the account for the borrower to receive reinstatement of Title IV eligibility as fast possible, they will see that the sixth payment was approved.

References: 20 U.S.C. Sec.1091(p)(3); 20 U.S.C. Sec.1078-6(b); 34 CFR 668.35(a), (c)

# 13.4 BORROWER CUSTOMER SERVICE/ETIQUETTE

#### 13.4.1 Hold Time

The PCA should not keeping a borrower or 3<sup>rd</sup> party on hold for more than one minute before a representatives returns to the call or checks back with the customer to find out if they mind continuing to holding or if they would like their call returned.

## 13.4.2 Telephone Messages left for PCA

Returning a message left by a borrower or 3rd party within 1 business day of receipt.

### 13.5 Tax Documents

Borrowers that have paid \$600 or more of interest are mailed a 1098E notice. Borrowers that had a write-off or discharge of \$600 or more (for specific discharges) are mailed a 1099C notice.

Borrowers that have made payments toward interest (any amount greater than \$0) will now be able to retrieve 1098E information from myeddebt.ed.gov for tax year 2016 and onward. Also, borrowers that qualify to receive a 1099C notice for tax year 2016 and onward can now retrieve this information from myeddebt.ed.gov. Borrowers can log into their account to view and save the 1098E and 1099C in a PDF format.

How to find the data on myeddebt.ed.gov:

- A new 1098E/1099C Notices selection will be available under the My Account tab.
- The borrower's 1098E and/or 1099C data will appear:

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**Note** – If \$0 was reported for the 1098E or 1099C notice, the corresponding tax year will not display on the website.

Select the 'View' link to display the 1098E and 1099C in a PDF format

**Note** – The borrower address displayed on the notice will match the address currently listed on DM. It may or may not match the address printed on the mailed 1098E and 1099C mailed notice.

# 14.0 SPECIAL ACCOUNT CONDITIONS

#### 14.1 Incorrect SSN – Working with Third Parties

If a PCA attempts to contact the borrower and instead contacts an unknown third party, the SSN on the account may be incorrect. The PCA must work with the third party to verify that the SSN on the account is incorrect.

First, the PCA must verity that:

- the third party has never lived at the address(es) listed in DMCS as addresses for the borrower
- the third party's DOB is different than the DOB recorded in DMCS
- the third party's SSN is different (compare last four digits of the DMCS SSN)

If the third party SSN matches, but other identifiers, such as name and DOB are different, the PCA must request that the person submit copies of their Social Security card, birth certificate, and driver's license or state ID. If the person is unwilling to send this information to the PCA, the PCA must direct the third party to contact the Default Resolution Group (1-800-621-3115) for assistance. The PCA must document DMCS with the referral.

If the PCA receives the documentation required and determines that the SSN on the account is incorrect and belongs to the third party, the PCA must remove the third party address from the DMCS Address History window and submit a request to DRG to update DMCS demographics as stated in section 12.4.6, "Name changes, social security number and date of birth changes".

Information obtained from the Internet and information on death certificates is not considered documentation supporting SSN corrections.

# 14.2 Pseudo SSNs

Pseudo Social Security Numbers (SSNs) are numbers assigned to accounts where the first three digits are not in the standard range of "001" through "765." For example, the pseudo SSN may start with "999" or "666." FSA assigns pseudo SSNs when FSA determines that the SSN on an account is incorrect (typically, it belongs to a third party) and does not know the borrower's accurate SSN. Pseudo SSNs are also found on some co-maker accounts.

If a PCA locates a borrower with a pseudo SSN assigned to his/her or her account, the PCA must attempt to get the correct SSN from the borrower. The PCA must request the following from the borrower:

- copy of valid state driver's license or other state issued identification showing date of birth (DOB)
- copy of Social Security Card
- copy of Birth Certificate

If the PCA receives the documentation required send a request to DRG to update the SSN as stated in section 12.4.6, "Name changes, social security number and date of birth changes".

If a borrower refuses to send verification of their correct SSN, the PCA must document its system and DMCS with that information.

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The PCA must also request a copy of the promissory note and other documentation related to the borrower to try to determine the correct SSN. If the SSN on the promissory note is different than the SSN on the account, suggesting that the SSN was input incorrectly, the PCA must send a request to DRG to update the SSN as stated in section 12.4.6, "Name changes, social security number and date of birth changes".

The PCA must not process accounts with pseudo SSNs for rehabilitation, consolidation, or total and permanent disability discharges.

#### 14.3 Federal Employees

The PCA must not submit borrowers who are federal employees ("FED accounts") for Administrative Wage Garnishment (AWG) or litigation. Otherwise, the PCA must treat FED account as they would regular accounts and may process them for consolidation, rehabilitation, and compromise. However, If a PCA chooses to return a FED account (after any required time frames have elapsed) because of an inability to collect on it, the PCA must return the account as "INA."

#### 14.4 Co-Makers

A co-maker is a person who co-signs for another person's student loan. The PCA must pursue collection at the time of placement from both the borrower and the co-maker, including co-makers for joint consolidation loans.

The PCA must identify both co-maker accounts connected to the debt record. The PCA must keep the primary account linked to the co-maker account. When the PCA is assigned the debt for collection, the PCA will receive both accounts. If the PCA wishes to return one account without returning the other account, the PCA must contact FSA for assistance.

In the situation of a co-maker, there are two account records stored in the database and both records are connected to the same debt record. PCAs are required to keep the primary account and co-maker accounts linked. Thus one account cannot be returned to FSA independent of the other account. Because the co-maker and primary accounts are linked to the same debt, both accounts will be assigned to the PCA in the same transfer of accounts.

If the co-maker dies, becomes disabled, or files a bankruptcy adversary and the court determines the loan is discharged, the debt will not be written off. In such a case the co-maker would be released from the debt, but the borrower would still be obligated to pay. The debt should only be written off if the borrower dies, becomes disabled or files bankruptcy adversary and the court determines the loan is discharged. If the PCA has information concerning an administrative resolution to a co-maker account, documentation should be submitted to the FSA Atlanta Regional Office via an eIMF.

#### 14.5 Disaster Forbearance

In the case of declared disasters the following is the guidance given for disaster provisions.

In the event that a Major Disaster is identified the following should happen:

- The PCAs will receive an email from the FSA CO or COR notifying them of the disaster. This
  notification shall include:
  - A. The state(s) and counties (or other geographical designations) covered by the declaration
  - B. The "incident period" begin date

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- 2. Upon notification the PCA shall immediately implement a Period of Forbearance (POF)(temporary suspension), as described below, for borrowers or from a member of the borrower's family (without restriction on relationship—i.e., anyone who claims to be a relative by blood or marriage) or another reliable source (as deemed reliable by the PCA) who:
  - A. Live in the county or geographical area covered by the disaster declaration, and
  - B. Request forbearance (suspension). The PCAs are not required to proactively identify borrowers who might qualify for this suspension nor extend the suspension to borrowers who do not request it.
- 3. POF (suspension) instructions:
  - A. It shall begin on the "incident period begin date" and end 90 days later
  - B. The suspension may be applied retroactively. (e.g., if a borrower calls in after missing the first payment due during the POF, the missed payment may still be excused under this guidance).
  - C. Forbearance (suspension) Actions upon the borrowers request:
    - PCA request that DRG apply the HoldGen tag by applying the following A/R event:
      - Action code: EscIssRc/
      - Result code: EscIssBN
      - use the comment "Apply disaster forbearance for (name of disaster)-Incident period begin date (date provided by FSA)".
      - Check to make sure that the Period of Forbearance was approved
  - D. The information in reference to the borrowers request for assistance should be clearly documented in the PCA notepad and DMCS
  - E. PCA updates their system to stop calls and letters until the forbearance expires
- 4. Instructions for various actions to be taken:
  - A. Voluntary repayments:
    - Advise borrowers they may defer any voluntary payments due during the POF. This includes removing any payments that might be on file during the POF
    - Borrowers working toward rehab or reinstatement must still make the requisite number of monthly payments. They can either:
      - Resume making payments at the end of the POF (e.g., if borrower had made 4 payments prior to the POF, they could then resume payments and make 5 more to qualify for rehab), or
      - Make up the amount of the missed payments (e.g., if borrower missed three \$100 payments during the POF, he could make a one-time payment of \$300 and theoretically earn eligibility on the date originally anticipated)

Note: If the borrower has FFEL or Direct Loans, and they had already missed one payment prior to the disaster forbearance, and have made up their disaster forbearance payments as described above, they cannot miss another payment prior to submission into the program to remain eligible for rehabilitation. Overall they can only miss one month in the required 9 qualifying payments.

- After completion of the 9th payment, the PCA shall review the payment history and POF and
  ensure the borrower made the requisite payments. If so, the PCA shall initiate rehab
  exception processing. The borrower should be notified that they need to continue making
  payments until they have been notified by the new servicer (As stated in Chapter 2
  Rehabilitation section 2.2.3)
- B. Inactivate TOP: This will happen automatically once the HoldGen tag is placed on the account. TOP will be reactivated automatically when the "end date" expires.
- C. Suspend AWG: PCAs should suspend AWG as soon as they request DRG apply the HoldGen tag and re-initiated once the "end date" expires (see chapter 7.0 AWG, sections 7.19.2 Suspending AWG and 17.19.3 Reinitiating or reactivating AWG.

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D. Initiation for refund: The PCA should initiate the refund of any payments, voluntary or involuntary, with an entered date that falls within the POF upon the borrower's request.

For any call with the borrower that was made or received, FSA expects the PCA to exercise compassion and good judgment, especially if the borrower indicates they have been adversely affected.

# 15.0 COMPLAINTS AGAINST THE PCA

This chapter defines a complaint against a PCA and details how the PCA must respond to a complaint.

# 15.1 What is a "complaint against the PCA?"

A "complaint against the PCA" is any allegation or evidence that the PCA:

- failed to adhere to the standards of conduct described below;
- engaged in any of the examples of prohibited activities described below;
- violated applicable laws such as the Fair Debt Collection Practices Act or the Unfair, Deceptive or Abusive Acts as defined by the Dodd-Frank Act of 2010.

The PCA must investigate whether or not there is a complaint against the PCA when a borrower or third party:

- explicitly states that there is a complaint being lodged against the PCA;
- requests a manager;
- · requests special handling; or
- requests another form of escalation.

Description of a Third Party is anyone who is not the borrower and filed a complaint against the PCA:

Employer/Co-worker

Spouse/Relative

Neighbor

Individual with same name, different SSN

However, the PCA must NOT require any of the above actions as a threshold for identifying complaints; the PCA must identify complaints against the PCA, *regardless* of whether or not a borrower or third party explicitly stated there was a complaint, or otherwise requested escalation.

## 15.2 Standards of Conduct

PCAs MUST ensure all collection attempts are fair and reasonable.

#### PCAs must NOT:

- harass or intimidate;
- make false or misleading representations;
- provide incomplete or inaccurate information about program requirements or collection agency practices;
- discuss the existence of the debt with persons other than the borrower without verbal/written authorization from borrower, unless otherwise permitted by the Fair Debt Collection Practices Act; or
- provide information to third parties without prior written authorization from the borrower,
   unless otherwise permitted by the Fair Debt Collection Practices Act.

PCAs MUST behave in a professional manner.

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If a PCA breaks the standards of conduct, FSA will determine penalties and disciplinary actions. The PCA could lose current accounts, future accounts, and its contract with FSA. FSA may request removal of the individual collector from the FSA contract

# 15.2.1 Examples of unfair and unreasonable collection attempts

- DON'T make an electronic debit or other automated payment without the borrower's authorization;
   or
- DON'T set up a borrower on loan rehabilitation when the PCA has reason to believe that he/she may
  qualify for administrative discharge on the basis of total and permanent disability, unless that
  borrower expressly requests to rehabilitate the loan instead of applying for discharge, or has not
  been responsive in submitting a discharge application; or
- DON'T set up borrowers for the loan rehabilitation program who have a "dNoRehab" tag in DMCS or borrowers who have only Pell Grant Overpayments.

# 15.2.2 Example of harassment or intimidation:

DON'T tell a borrower that he /she can be criminally prosecuted because he/she will not pay this
debt.

# 15.2.3 Examples of false or misleading representations

- DON'T tell a borrower they are not certified for Treasury offset when they are; and
- DON'T tell a borrower they qualify for Title IV aid or other benefits such as loan deferment or forbearance, unless the PCA verifies eligibility;

# 15.2.4 Examples of incomplete or inaccurate information about program requirements or collection agency practices

- DON'T tell a borrower that he or she cannot enter the rehabilitation program without making a down payment;
- DON'T tell a borrower that electronic or other automated payments are required;
- DON'T tell a borrower that a payment amount or due date cannot be negotiated, notwithstanding other procedures that may dictate payment amounts or dates such as a compromise pay-off;
- DON'T tell a borrower their taxes will not be offset if they enter into a repayment agreement or a rehabilitation loan program if the 65-day notice has expired;
- DON'T tell a borrower they will be automatically garnished if the borrower fails to make his/her required payments under the loan rehabilitation program;
- DON'T tell a borrower they can set their own payments after loan rehabilitation;
- DON'T tell a borrower FSA requires something when it is actually the PCA's practice.

#### 15.2.5 Examples of unnecessary communication about the debt

- DON'T disclose loan information to a third party without verbal/written authorization from borrower; or
- DON'T contact a borrower's employer after being told not to do so, unless the contact is with the
  payroll department or to verify employment for AWG purposes.

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# 15.2.6 Examples of unprofessional behavior

In addition to the items above, the PCA must report any time a PCA employee acts in an unprofessional manner regardless of whether or not the borrower has brought up the issue as a complaint.

Unprofessional behavior includes, but is not limited to:

- being unresponsive to borrower needs or questions; or
- · being rude or argumentative with a borrower.

If unprofessional behavior is identified along with another type of complaint, the PCA should not submit a separate eIMF for this but should instead include it in with the other complaint and send the telephone waive via email with the rest of the documents

If the unprofessional behavior is stand alone and not accompanied with any other type of complaint, the PCA should complete a PCA Complaint form and submit it through the eIMF complaint process as a "verbal" complaint with supporting documentation. Do not send an email notification to FSA Atlanta.

# 15.3 Reporting Complaints

PCAs MUST report as a complaint against the PCA *any allegation* (accusation or charge against PCA/rep for giving, but, not limited to inaccurate information, rudeness, etc.) *or evidence* (recorded conversation of rep being rude or, letter/notepad of an FDCPA violation, etc.) that the PCA:

- failed to adhere to the standards of conduct described above;
- engaged in any examples of prohibited activities;
- violated applicable laws such as the Fair Debt Collection Practices Act or the Unfair, Deceptive or Abusive Acts as defined by the Dodd-Frank Act of 2010

The PCA is not required to report complaints unrelated to actions by the PCA, such as complaints about:

- wages being garnished or federal or state payments offset
- the quality of education received by the borrower
- experiences the borrower has had with previous collection agencies
   These comments should not be construed as complaints against the PCA.

The PCA must report complaints against the PCA, regardless of whether or not the borrower specifically indicates there is a complaint and regardless of whether or not the borrower asks to be referred to a manager, special handling unit, or other party for resolution.

The PCA must report complaints within 1 business day of identifying the complaint by submitting an e-IMF as described below in section 15.5.

Threats of a lawsuit are not a complaint unless the conversation/correspondence includes an actual complaint (as described above) in it. If there is a complaint, it should be submitted under whichever eIMF complaint types it best fits as describe below in the "Responding to Complaints" section.

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## 15.4 Receiving Complaints

The PCA must have an accessible complaint system in place and must ensure that the borrowers, third parties, attorneys or government organizations (BBB, CFPB, Congressional, Consumer protection, etc.) are able to submit complaints via email, PCA website, fax, telephone, or regular mail.

# 15.5 Responding to Complaints

This section will provide the different methods the PCA will receive the complaints and how the PCA must respond to complaints against the PCA according to the requirements described here. It will also provide any special instructions needed for specific types of complaints filed.

The PCA must designate at least two employees for receiving and managing complaints.

If requested by FSA, PCA must supply copies of any additional applicable recorded conversations, beyond what the PCA initially submitted with their response to the complaint.

Collection activity must be suspended after identifying a complaint, and the PCA must not send collection letters, or call the borrower to negotiate repayment. However, a PCA must still provide customer service to the borrower who has submitted a complaint. If it is in active AWG do not suspend or stop it on DMCS.

If the PCA's attorney provides a response to the borrower or borrower's attorney, the PCA must provide a copy of the response to FSA.

If a borrower has an authorized attorney, the PCA must not send a response directly to borrower.

# 15.5.1 Complaints Alleging Wrongful TOP Certification or Offset

There may be instances where a borrower will file a complaint against an agency because they believe they should never have been certified for treasury offset or should have been inactivated from offset because they met the terms of a repayment program and the PCA did not take the appropriate steps to ensure the process was stopped.

When a PCA receives this type of complaint they must follow the steps provided below for the method the complaint was received (as described in sections 15.5.2 through 15.5.6) and if the final determination is that the borrowers claim is correct the PCA must also complete the following steps for the type of inactivation that should have occurred:

# 1. Avoiding TOP Certification

If the PCA determines that the borrower should not have been certified for TOP because they agreed to a repayment plan and completed the required steps (see Chapter 8 TOP, sections 8.2) then they must:

- a. Verify the borrower is still current on the payment arrangements
- b. Immediately set the borrower up on the agreed upon payment schedule in DMCS; and
- c. Apply the "bHldGen3" tag (see instructions provided in section 8.2.1) on the account in DMCS and set the expiration date for 30 days out from the date you are applying the tag. This will temporarily suspend an offset from occurring if it hasn't already happened;
- d. Send an email to the Maximus addressees below.

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- > The email subject line must be "TOP 65 Day Notice Request"
- > the body should state that you are requesting that the borrower be sent a new 65-day notice and provide the borrower name and DMCS number;

RachelEychner@Maximus.com

AmberLSkinner@Maximus.com

SamanthaJones@Maximus.com

CheriPalmiotto@Maximus.com

DMCSTraining@Maximus.com

The notice being sent is what will reset the borrowers account and allow TOP certification to be Inactivated, as long as the borrower continues to make timely qualifying payments;

- e. The response to the borrower must inform them that they will receive a new 65-day notice and that they must continue making payments in accordance with that notice in order to ensure they are inactivated for TOP.
- f. Follow up and ensure:
  - that the 65-day notice has been sent.
  - the borrower payments and the payment schedule just prior to the 72<sup>nd</sup> day are up to date and accurate because the offset should be inactivated by the 72<sup>nd</sup> day of the date the 65-day notice was re-sent.

# 2. Inactivation after 5 Payments

If the PCA determines that the borrower qualifies for inactivation of TOP because they have made the 5<sup>th</sup> qualifying on time payment and it is posted to DMCS, and the rehabilitation agreement letter has been received and imaged then the PCA must ensure the borrower is still current on the payment arrangements (see Chapter 2 Rehabilitation, section 2.6 for requirements), and:

- a. Update the required letter tags (section 2.7) on DMCS
- b. Update the billing on DMCS

Once these steps are completed the inactivation will happen automatically and timely.

#### 3. Initiating a Refund

In both scenarios above, if the borrower was wrongly offset, the PCA must initiate a refund for the borrower if the PCA determines that the borrower has been wrongly offset. By using the following action and result codes and comment below:

Action Code: CallFrom Result Code: BrRefund

Comment: Enter the payment date, payment amount, and reason for the refund.

# 15.5.2 Feedback and Dispute Management System (FDMS) complaints

When the PCA is assigned a complaint through the FDMS system the PCA must:

- Review and assign the complaint as outlined in the "FDMS Training Module Partner Portal Management procedures, section 3 - Viewing a Case, Case Queues and Assignment"
- Suspend collection activity on the account. If it is in active AWG do not suspend or stop it on DMCS;
- Within one (1) business day send confirmation of complaint receipt via eIMF or reassign it back to
  the PCA Monitoring Unit through FDMS, if it was not correctly assigned to your agency. When
  creating the eIMF, click on "IMF Type" field and choose "Complaint-FDMS" and include in "PCA

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Comments" field the FDMS Case #. Attach a PCA Complaint Form with fields through "List Borrowers Complaint Issues" completed.

- Within ten 10) business days of the date the complaint was assigned to the PCA in FDMS, submit a draft response, the PCA notepad, phone recordings if available and a completed Complaint Form in an editable file via eIMF or if the file is too large to attach to eIMF, forward it via email or CD to the FSA loan analyst assigned the complaint. The draft response should address all of the issues in the complaint. Do not include the collectors name in the response letter to the borrower. On the PCA Notepad, highlight key conversations, phone attempts, and correspondence and spell out key codes, phrases and/or collector IDs.
- Once the draft response is received, if FSA identifies any issues they will email the PCA a request to
  revise the response. The PCA has 2 business days to revise the draft response with additional
  information or other changes determined by FSA and return it by email;
- Monitor for FSA approval of the response via eIMF, which should be within five (5) business days
  from date submitted to FSA or from the date the revision was sent by email. If there is no approval
  through eIMF by the 6<sup>th</sup> business day, contact the POC indicated in chapter 22.0-Contacts.
- within 2 business days of FSA's approval, mail the response to the borrower, reassign the complaint back to FSA in FDMS by completing the Case Reassignment Task (see FDMS Training Module-Partner Portal Case Management procedures, section 5, Transferring a Case, Escalating to Business Unit ) To complete the Case Reassignment task, you need to include the following in the Description field:
  - name of loan analyst who approved the response
  - o Date the response was sent to the complainant
  - Then change the Sub Status field to "Escalated to Business Unit" which will automatically return the account to FSA once you click on Save
- Forward a copy of the response to:

U.S. Department of Education ATTN: Archive 6201 Interstate 30 Highway Greenville, TX 75402

\*\*\*Should not contain payments

# 15.5.3 Complaints forwarded by FSA

FSA receives written complaints against the PCA from borrowers, BBB, CFPB or attorney, and will forwards a copy of it to the PCA. If the complaint was from the Better Business Bureau (BBB) or Consumer Financial Protection Bureau (CFPB), PCAs must send a response to CFPB and BBB within their established timeframe.

When responding to the complaint the PCA must:

- Suspend all collection activity on the account. If it is in active AWG do not suspend or stop it on DMCS;
- Within one (1) business day send confirmation of complaint receipt via eIMF. When creating the
  eIMF, click on "IMF Type" field and choose "Complaint-Written", if it is a borrower,3<sup>rd</sup> party, or
  Attorney, "Complaint BBB, Consumer Protection and other Govt. Orgs" if it is from one of these

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- entities. Attach a PCA Complaint Form with fields through "List Borrowers Complaint Issues" completed;
- Within ten (10) business days of the date the complaint was received by the PCA, submit a draft
  response, the PCA notepad, phone recordings if available and a completed Complaint Form in an
  editable file via eIMF or if the file is too large to attach to eIMF, forward it via email or CD to the FSA
  loan analyst assigned the complaint. The draft response should address all of the issues in the
  complaint. Do not include the collectors name in the response letter to the borrower. On the PCA
  Notepad, highlight key conversations, phone attempts, and correspondence and spell out key codes,
  phrases and/or collector IDs;
- Once the draft response is received, if FSA identifies any issues they will email the PCA a request to
  revise the response. The PCA has 2 business days to revise the draft response with additional
  information or other changes determined by FSA and return it by email;
- Monitor for FSA approval of the response via eIMF, which should be within *five* (5) business days
  from date submitted to FSA or from the date the revision was sent by email. If there is no approval
  through eIMF by the 6<sup>th</sup> business day, contact the POC indicated in chapter 22.0-Contacts.
- FSA will send the written response to the borrower or complainant.

# 15.5.4 Written complaints identified by the PCA

PCAs may receive a written complaint against the PCA from a borrower, BBB, CFPB, or attorney. If the complaint was from the Better Business Bureau (BBB) or Consumer Financial Protection Bureau (CFPB), PCAs must send a response to CFPB and BBB within their established timeframe. If the complaint is from an attorney the PCA needs to confirm that there is written authorization from the borrower as described in chapter 13.

When a PCA receives this type of complaint they must:

- Suspend collection activity on the account. If it is in active AWG do not suspend or stop it on DMCS;
- Within one (1) business day send confirmation of complaint receipt via eIMF. When creating the eIMF, click on "IMF Type" field and choose "Complaint-Written", if it is a borrower,3<sup>rd</sup> party, or Attorney, "Complaint BBB, Consumer Protection and other Govt. Orgs" if it is from one of these entities. Attach a PCA Complaint Form with fields through "List Borrowers Complaint Issues" completed;
- Within ten (10) business days of the date the complaint was received by the PCA, submit a draft
  response, the PCA notepad, phone recordings if available and a completed Complaint Form in an
  editable file via eIMF or if the file is too large to attach to eIMF, forward it via email or CD to the FSA
  loan analyst assigned the complaint. The draft response should address all of the issues in the
  complaint. Do not include the collectors name in the response letter to the borrower. On the PCA
  Notepad, highlight key conversations, phone attempts, and correspondence and spell out key codes,
  phrases and/or collector IDs;
- Once the draft response is received, if FSA identifies any issues they will email the PCA a request to
  revise the response. The PCA has 2 business days to revise the draft response with additional
  information or other changes determined by FSA and return it by email;

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- Monitor for FSA approval of the response via eIMF, which should be within five (5) business days
  from date submitted to FSA or from the date the revision was sent by email. If there is no approval
  through eIMF by the 6<sup>th</sup> business day, contact the POC indicated in chapter 22.0-Contacts.
- Within 2 business days of FSA's approval, mail the response to the borrower; and
- · Forward a copy of the response to:

U.S. Department of Education
ATTN: Archive
6201 Interstate 30 Highway
Greenville, TX 75402
\*\*\*Should not contain payments

# 15.5.5 Verbal complaints identified by the PCA or FSA

When the PCA identifies a complaint against the PCA that arose in phone conversation or FSA identifies complaints through call monitoring oversight, the PCA must:

- Suspend collection activity on the account. If it is in active AWG do not suspend or stop it on DMCS;
- Within one (1) business day of identifying complaint or receipt through email from FSA submit an eIMF. When creating the eIMF, click on "IMF Type" field and choose "Complaint-Verbal". Attach a PCA Complaint Form with fields through "List Borrowers Complaint Issues" completed.
  - o If the PCA believes the complaint was resolved during the telephone conversation they should also include the PCA notepad and phone recordings or if the file is too large to attach to eIMF, forward it via email or CD to the FSA loan analyst assigned the complaint and update the "PCA Comments" that they believe the complaint was already resolved during the conversation;
  - The PCA must monitor for FSA approval of the response via eIMF, which should be within ten (10) business days from date submitted to FSA or from the date the revision was sent by email. If there is no approval through eIMF by the 6<sup>th</sup> business day, contact the POC indicated in chapter 22.0-Contacts.
  - If FSA does not agree that the complaint was resolved they will email the PCA requesting them to provide a response as follows below.
- For verbal complaints not resolved during the telephone conversation or identified by FSA the PCA must:
  - Within five (5) business days of the date the complaint was received by the PCA, submit a draft response, the PCA notepad, phone recordings if available and a completed Complaint Form in an editable file via eIMF or if the file is too large to attach to eIMF, forward it via email or CD to the FSA loan analyst assigned the complaint. The draft response should address all of the issues in the complaint. Do not include the collectors name in the response letter to the borrower. On the PCA Notepad, highlight key conversations, phone attempts, and correspondence and spell out key codes, phrases and/or collector IDs;
  - Once the draft response is received, if FSA identifies any issues they will email the PCA a request to revise the response. The PCA has 2 business days to revise the draft response with additional information or other changes determined by FSA and return it by email; monitor for FSA approval of the response via eIMF, which should be within five (5) business days from date submitted to FSA or from the date the revision was sent by email. If there is

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no approval through eIMF by the  $6^{\rm th}$  business day, contact the POC indicated in chapter 22.0-Contacts.

- Within 2 business days of FSA's approval, mail the response to the borrower. If the complaint was made by a 3<sup>rd</sup> party and the PCA does not have an address for the 3<sup>rd</sup> party, a response would not be required to the individual and
- Forward a copy of the response to:

U.S. Department of Education

ATTN: Archive

6201 Interstate 30 Highway

Greenville, TX 75402

\*\*\*Should not contain payments

# 15.5.6 DMCS Source Complaints

DMCS Source complaints are complaints that originate from two sources:

- 1. Verbally through Default Resolutions Group (DRG) call center
- 2. In writing through the MYEDDEBT.ED.GOV website

When a complaint is lodged through either of these channels the following action/result (AR) codes are entered onto the account which result in the tag "cCmplOut":

Action: CmplRcvd Result: CmplRcvd

Each week FSA will run a report on the above complaint tag and email each PCA with a roster of the complaint accounts identified as theirs. This roster will include other pertinent information and data about the complaint including the borrower account number, PCA Name and workgroup, date and time the action result codes were applied to the account, along with the comments from the historical events. These reports should be sent on the first business day of each week.

The PCA must update eIMF within 1 business day of receipt of the weekly report, using the IMF Type "Complaint – DMCS Source"

When the PCA receives the list they should review each complaint account listed and determine the source and reason for the complaint. To do this the PCA should review the Historical events window and find the comments updated that coincide with the AR codes entered. These can be found in the column Action Code and in the column Result Code and BOTH will show "Complaint Received" in that column (not CmplRcvd).

- If the acct is a verbal DRG complaint, the comments will be a summary of the call that describes the
  complaint. The PCA should double click on the 1<sup>st</sup> line of the comments that coincide with the AR
  code and a box will open up that provides the entire description of the call
- If the complaint is through MYEDDEBT.ED.GOV the historical notes will only contain the following
  message: "Complaint submitted from WEB". To determine the content/reason for the complaint go
  into the DMCS user defined page (UDP) and click the UDP "General Complaint". This will open the
  UDP and the PCA should match the "Updated" field date with the date the AR code is on the
  Historical Events window to ensure you are reviewing the correct complaint (there could be more

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than one complaint entry so be sure to review the one that coincides with what is on your list). Double click on that line item and it will open up a window with the detail. In the field "Other Complaint Type Detail" there should be a description of the complaint filed on MYEDDEBT.ED.GOV. On occasion, the UDP may not show a complaint line item, if that happens, follow steps as indicated below.

Once the PCA has identified the source and reason for the complaint they need to determine:

- 1. If they are new complaints for the IMF Type or if they are duplicate complaints on an active complaint for the same IMF type
- 2. If the complaint is actually a complaint? (Validity of the complaint is not a factor in whether the account is a complaint)
- 3. If the complaint is against their agency?
- 4. If there was not a reason for the complaint provided in the notes or UDP

If the PCA believes the account should not be updated as a new complaint received they must request that FSA review it by submitting the eIMF within 24 hours of receipt of the report and updating the comments section with a clear concise reason why. If FSA agrees they will update the status field on eIMF to "Returned to PCA" and note the "PCA Comments" field. These are examples of the reasons the PCA might believe the account is not a complaint and what FSA would expect to see:

- 1. Duplicate = provide the reason and eIMF # of the current complaint being worked on
- 2. Not a complaint = Make sure the explanation is clear and that the argument is not that the account is not a valid complaint but instead why it is not an actual complaint
- 3. Not against your agency = provide clear description of why it is not a complaint against your agency
- 4. No reason provided = There was no description or no clear description in the Historical events note or on the Complaint UDP.

FSA will provide an email to the agency within 2 business days if they do not agree and will expect the PCA to complete the complaint. FSA will also provide why we don't agree in "ED Comments" on the eIMF.

For the DMCS Source complaints, the PCA will follow the same general instructions as when receiving a verbal or written complaint (including the instances where there has been a user or system error described in the preceding sentence):

## Specifically, the PCA must:

- Suspend collection contact activity on the account. If it is active AWG do not suspend or stop it on DMCS;
- Within one (1) business day send confirmation of complaint receipt via eIMF. When creating the
  eIMF, click on "IMF Type" field and choose "Complaint-DMCS Source". Attach a PCA Complaint
  Form with fields through "List Borrowers Complaint Issues" completed;
- Within ten (10) business days of the date the complaint was received by the PCA, submit a draft
  response, the PCA notepad, phone recordings if available and a completed Complaint Form in an
  editable file via eIMF or if the file is too large to attach to eIMF, forward it via email or CD to the FSA
  loan analyst assigned the complaint. The draft response should address all of the issues in the
  complaint. Do not include the collectors name in the response letter to the borrower. On the PCA

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Notepad, highlight key conversations, phone attempts, and correspondence and spell out key codes, phrases and/or collector IDs;

- Once the draft response is received, if FSA identifies any issues they will email the PCA a request to
  revise the response. The PCA has 2 business days to revise the draft response with additional
  information or other changes determined by FSA and return it by email;
- Monitor for FSA approval of the response via eIMF, which should be within five (5) business days
  from date submitted to FSA or from the date the revision was sent by email. If there is no approval
  through eIMF by the 6<sup>th</sup> business day, contact the POC indicated in chapter 22.0-Contacts.
- Within 2 business days of FSA's approval, mail the response to the borrower; and
- Forward a copy of the response to:

U.S. Department of Education ATTN: Archive 6201 Interstate 30 Highway Greenville, TX 75402 \*\*\*Should not contain payments

Note: PCAs may attempt to identify DMCS Source complaints on their own using report builder in order to be proactive, but their reports do not replace the reports provided by FSA and all accounts on that report must be addressed. If the PCA chooses to do this, they must still submit them under the IMF Type "Complaint-DMCS Source". If a PCA chooses to do this they should use either the action and result codes or the complaint tag (described above) as what they query from. All complaints listed on the FSA report must be completed as stated above regardless of the PCAs decision to run such a report.

# 15.5.7 PCA Complaint Form

Every complaint submitted through eIMF must have a complaint form attached that is updated through the fields "List Complaint Issues". When the final draft is submitted the rest of the form should be completed. (See Appendix A in this chapter for a copy of the Complaint Form)

Below are some of the fields on the complaint form and a brief description of what type of information should be provided in them.

Respondent's name/phone #/ email address:

The name and contact information of the PCA employee who is responsible for providing the complaint response

Issue Source:

Who submitted the complaint. (The issue source box "Attorney" should be used for Attorney General and Licensing Authority)

List Complaint issues:

Brief summary of each issue presented in the complaint.

Nature of Complaint:

If "Other" is checked, please provide a clear explanation of what that is.

- PCA Response:
  - Summary of PCA's final response for each issue presented
- PCA employee(s) names OR Company/System issue (s) responsible for complaint:

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- Was the complaint lodged because of a specific employee(s), because of a system issue or company policy procedure, or both. Provide the employee(s) name and/or the system or company issue that contributed to the complaint.
- Number of complaints received by above employee in past 12 months:
  - Has this employee(s) or system/company issue been responsible for other complaints in the past year and if so how many?
- PCA Resolution/Preventive Measures:
  - What action did the PCA take to resolve or ensure that the action(s) that contributed to the complaint will not happen again?
- Date PCA Resolution/Preventive Measures taken:

Provide when the preventative measures were taken, will be taken or will be completed by.

# 15.5.8 Evidence submitted with the PCA Complaint Form

The PCA must submit the taped conversation that captures the basis of the complaint against the PCA, which might include:

- failure to adhere to the standards of conduct described above;
- · engaging in any examples of prohibited activities; or
- violation of applicable laws such as the Fair Debt Collection Practices Act or the Unfair,
   Deceptive or Abusive Acts as defined by the Dodd-Frank Act of 2010

When an attachment is too large to send to the FSA loan analyst via email, the PCA must send the FSA loan analyst a complaint CD labeled with the Borrower ID#, eIMF #, and PCA name (date optional). If submitting more than one tape, the PCA must identify which tape contains the rude behavior or any other important information.

# 15.5.9 Requesting extensions

If additional time is needed to respond to a complaint, the PCA must submit a written request no later than 8 business days from the date the complaint was submitted to FSA on eIMF. FSA will review extensions for request up to 10 business days.

The request must be submitted in writing by e-IMF, using e-IMF type "Complaint-Extension Request". In "PCA Comments" field, the PCA must provide:

- · E-IMF # of the original complaint filing
- The FSA employee the original complaint is "Assigned To"
- A clear explanation of why the PCA is requesting the extension and why it will take longer than the time provided.
- Provide the number of additional days being requested, up to 10.

FSA will provide a decision by email within 2 business days of receipt.

# 15.5.10 Multiple complaints

If the borrower submits multiple complaints pertaining to the same issue, the PCA is not required to keep responding. The PCA must submit an eIMF and identify the original completed eIMF number in the PCA comment section and attach the original response.

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If there are multiple complaints on a single recording whether reported by the borrower or discovered by the PCA, they should be reported on a single PCA Complaint form. Do not report them separately.

# 15.5.11 If the PCA believes there has not been a complaint

If the PCA believes there has not been a complaint, based on review of the recorded conversations, the PCA must submit a completed PCA Complaint Form via eIMF, including all relevant recordings, so that FSA may confirm that there is no complaint.

The PCA must not use this method if the borrower clearly expresses a complaint, even if the PCA believes the complaint is not valid.

# 15.5.12 Resuming collection

The PCA must not resume collection activity until FSA approves the response and resolution. FSA will provide approval via eIMF, from FSA to the PCA.

## 15.5.13 PCA complaint DON'Ts

The PCA must not automatically submit a complaint every time a borrower asks to speak to a manager or special handling unit. To identify a complaint against the PCA, the PCA must determine whether there is *any allegation or evidence* that the PCA:

- failed to adhere to the standards of conduct described above;
- · engaged in any examples of prohibited activities; or
- violated applicable laws such as the Fair Debt Collection Practices Act or the Unfair, Deceptive or Abusive Acts as defined by the Dodd-Frank Act of 2010.

The PCA must not submit complaints that are not related to an FSA account serviced by the PCA, such as

- a BBB or CFPB complaint that does not involve an FSA account;
- a complaint on an account held by a guarantee agency; or
- a complaint about another contractor, another PCA, Treasury offset, wages garnished, collection
  costs that were not assessed by the PCA, the quality of the education received or anything
  outside of the PCA's control.

The PCA must not submit complaints forwarded by the Default Resolution Group as verbal complaints.

The PCA must not submit the PCA Complaint Form with borrower's SSN – use the DMCS account number.

The PCA must not send the PCA Complaint Form or response as a PDF – FSA needs an editable copy.

The PCA must not put a representative's or manager's name on the PCA Complaint Form "as being responsible for the complaint" unless that the complaint is being lodged against him/her.

# 15.0 – Appendix A – Sample of PCA Complaint Form

# **PCA Complaint Form** PCA Name and Agency#: \_ Date Complaint Received by PCA \_\_\_\_\_ Check how complaint was received: FDMS□ PCA Website□ Written□ Verbal□ DMCS Source□ Respondent's name/phone #/email address: Borrower's Name: \_\_\_\_\_ Borrower's DMCS #: \_\_\_\_ Complainant's Name: (if different from the borrower) Phone # (at which the complainant can be reached): Check **Issue Source** Box Borrower 3<sup>rd</sup> Party/Attorney **CFPB** BBB Congressional Office List Complaint Issues: Nature of Complaint: ☐ Violation of Federal/State Law ☐ Violation of Company Policy ☐ Violation of ED SOW□ Other Explanation: PCA Response: PCA employee(s) names OR Company/System issue (s) responsible for complaint: Number of complaints received by above employee in past 12 month's PCA Resolution/Preventive Measures:

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Date PCA Resolution/Preventive Measures: taken:

# 16.0 ADMINISTRATIVE (SCHOOL-BASED) DISCHARGES

This chapter discusses the PCA's responsibilities regarding school-based loan discharges and describes the criteria for school-based discharges. School-based discharges include discharges for:

- School Closure
- False Certification (Ability to Benefit)
- False Certification (Disqualifying Status)
- False Certification (Unauthorized Signature/Payment)
- Unpaid Refund
- Service Cancellations
- Borrower Defense Claims

# PCA handling for school-based discharges

If the PCA discovers, in the course of conversation with the borrower or during review of written correspondence, that the borrower may be eligible for a school-based discharge, because of actions taken or regulations violated by the school, the PCA must:

- refer the borrower to www.studentaid.ed.gov, where the discharge applications are available as "fillable" forms; or
- refer the borrower to the Default Resolution Group (1-800-621-3115) to request a discharge application be mailed to them; or
- the PCA may mail the discharge application to the borrower.

If the PCA receives a completed discharge application from the borrower, or the PCA encounters a discharge application in correspondence that has not been worked, the PCA must:

forward the discharge application and supporting documents to:

U.S. Department of Education

ATTN: Workflow

6201 Interstate 30 Highway

Greenville, TX 75402

- \*\*\*Should not contain payments
- the PCA must annotate the account on the PCA's system regarding the receipt of the discharge application
- monitor and follow up on the account for the outcome of the discharge application.
- until the discharge/dispute is provided in writing the PCAs must not initiate AWG on the account
  at least 30 days from the original verbal dispute, but any on-going repayment, garnishment, or
  offset may continue.

Once a discharge application is received, DRG will place the tag "bPCASusp" on the account and they have 10 business days (2 weeks) to recommend discharge or denial to FSA. FSA will typically review and make a final determination within 10 business days (2 weeks) of that.

If the "bPCASusp" tag is removed from the account the PCA can resume collections.

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The entire process should be completed within 3 weeks of the receipt of the discharge application. If this has not happened, see section 12.7 Monitoring Default Resolutions Group responses for following up with DRG.

#### 16.1 School Closure

The borrower may be eligible for a school-based discharge due to school closure when:

- a borrower indicates that the school he/she attended with the loan closed either (1) while the borrower was attending; OR (2) not more than 120 days after the borrower's withdrawal; AND
- the loan was made on or after January 1, 1986.

If the loan was made prior to January 1, 1986, the PCA must refer the borrower to www.studentaid.ed.gov for the Unpaid Refund discharge application, or send the discharge application to the borrower, because the borrower could be eligible for pro-rata relief.

# 16.2 False Certification (Ability to Benefit)

The borrower may be eligible for a school-based discharge due to false certification of ability to benefit when:

- a borrower indicates that he/she did not have a high school diploma or GED when he/she attended the school for which the loan was borrowed;
- a diploma or GED was required for that program of study;
- the school did not test the student for his/her ability to benefit from the course of study; and
- the loan was made on or after January 1, 1986.

Neither Perkins nor FFEL loans made prior to January 1, 1986 are eligible for discharge due to false certification of ability to benefit.

# 16.3 False Certification (Disqualifying Status)

The borrower may be eligible for a school-based discharge due to false certification due to a disqualifying status when:

- a borrower indicates that he/she did not meet his/her state's legal requirements for employment in the occupation for which the program of study was intended because of age, a physical or mental condition, a criminal record or other reason; and
- the loan was made on or after January 1, 1986.

Neither Perkins nor FFEL loans made prior to January 1, 1986 are eligible for discharge based on false certification due to a disqualifying status.

# 16.4 False Certification (Unauthorized Signature/Payment)

The borrower may be eligible for a school-based discharge due to due to an unauthorized signature/payment when the borrower disputes the signature (wet or electronic) on the promissory note or disbursement check for the loan or asserts fraud has taken place.

The borrower presents five samples of his/her signature on other documents, two within one year of the disputed signature with the discharge application.

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If proceeds of the loan were applied directly to the borrower's school expenses or provided to the borrower, the loan is not eligible for discharge.

Note: ED policy - for defaulted loans, fraud, forgery and ID Theft claims are also considered under this category.

# 16.5 Unpaid Refund

The borrower may be eligible for a school-based discharge due to unpaid refund if:

- the borrower attended the school but for less than the full term for which the loan was borrowed;
  and
- the loan was made on or after January 1, 1986.

The borrower may have been entitled to a full or partial refund of tuition, depending on the school's policy.

#### 16.6 Service Cancellations

Only loans made under the Federal Perkins Loan Program (NDSL) are currently eligible for teacher service cancellations.

#### 16.7 Borrower Defense

Borrower Defense is a new provision that will allow borrowers the ability to request their student loans be discharged. These debts can be discharged in full or partially based on acts or errors of omission made by the school that meet specific criteria. The Department of Education will have information on its website, <a href="StudentAid.gov/borrower-defense">StudentAid.gov/borrower-defense</a>, related to the 'Borrower Defense to Repayment' loan discharge process.

#### 16.7.1 PCA Instructions

If you receive calls inquiring about this process or during a conversation with the borrower the below phrases are heard, it may mean a potential borrower defense claim and the borrower should be told that if they are interested in submitting a borrower defense for repayment claim, they should visit <a href="StudentAid.gov/borrower-defense">StudentAid.gov/borrower-defense</a> to get the information needed.

- Borrower Defense
- Borrower Defense to repayment
- Defense to Repayment (DTR)
- Victim of acts or failures to act by the school
- Fraud or misrepresentation by the school

The PCA should not attempt to gather info for the borrower, counsel them, or to try to submit any requests for borrower defense for them. Upon receipt of the application, FSA will initiate the recall as warranted.

FSA will not require any suspension of activity, as it is possible a borrower will not follow through with submitting the claim. As stated above, FSA will initiate any stoppages needed upon receipt of the claim.

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In the event a borrower submits a claim and the account(s) is recalled and the borrower subsequently wants to make payments, the borrower should be advised to submit such a request to: <a href="mailto:FSAOperations@ed.gov">FSA will work with the PCA to transfer the borrower back</a>. FSA would expect that payment plans previously established will continue and any unintended delays will not count negatively against the borrower or PCA.

If the borrower notifies FSA of their desire to continue making payment, and the borrower is placed back with the PCA, the account should be serviced as normal.

If a borrower asks about payments made, or if garnishment activity will stop, the borrower should be encouraged to visit Studentaid.ed.gov, which should address any questions or provide further direction on how additional questions should be handled.

For instructions on how to handle correspondence on Borrower Defense claims see chapter 12.0 Written Correspondence, section 12.4.4 Disputes and Discharge Applications.

## 16.7.2 FSA functions

Borrowers can complete and submit a Borrower Defense Discharge claim to FSA. If approved by FSA, FSA will suspend all collection activity from the borrower's account and ensure the borrower's account is placed in the Default Workgroup, recalling from PCA as applicable. FSA reviews the borrower discharge application and approves or denies the request. Once FSA has made a decision, a case file is submitted to DMCS for further processing onto the borrower's account.

Borrower Defense claim forms will be reviewed by FSA. MAXIMUS will process Borrower Defense applications based on FSA's decision to approve or deny.

There are high level steps that are required when processing Borrower Defense Discharge. Below are some items that may be of assistance:

- FSA will scan all Borrower Defense related documents to be visible on the Images tab within DM. Borrower Defense images will have the name Borrower Defense Discharges and a Description of BDDS.
- For approved discharges:
  - Borrower Defense Discharge UDP is created and updated:
    - FSA discharge approval date
    - FSA discharge effective date (disbursement date)
    - Indicate whether it's a Full or Partial discharge
  - FSA notifies prior servicers of discharge to update credit reporting for the discharged debts.
  - Apply BDDRvw/BDDAppr A/R event to place the borrower in the Borrower Defense Discharge work list. Include a comment indicating if the discharge is a Full or Partial discharge. If partial, include the approved partial amount.
- For denied discharges:
  - Apply BDDRvw/BDDDen A/R event to remove the borrower from the Borrower Defense Review work list. Include a comment to indicate the denial decision date and

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the denial reason. Remove the suspense collection tag(s) and update the TOP UPD, if applicable.

- FSA refunds all consolidation payments.
- FSA refunds all borrower payments.
  - NOTE If borrower has additional debts with an outstanding balance on DMCS that
    is not eligible for discharge, the borrower payments will not be refunded but will be
    transferred from the debt eligible for discharge to the debt that is ineligible for
    discharge.
- Reduce balance to \$0 for Full Borrower Defense discharges or reduce balance as Partial Borrower Defense discharge per FSA direction.
- Apply debt-level tag for full (dBDDFull) or partial (dBDDPrtl) Borrower Defense discharges.
- Generate a desktop letter to borrower notifying them of the discharge approval.
  - If partial discharge return the borrower to the prior collection status by removing suspense collection tag(s) and updating the TOP UDP, if applicable.

Below are Borrower Defense tags, A/R codes and work lists:

# New Borrower Defense tags:

| Tag Name   | Tag Description  | Tag Type    |  |
|--|--|-------------|--|
| dBDDFull   | Borrower Defense Discharges applied in Full              | Debt        |  |
| dBDDPrtl   | Borrower Defense Discharges applied Partially            | Debt        |  |
| bBDDRvw  | Borrower Defense Discharge Review                        | Borrower    |  |
| bBDDschg   | Borrower Defense Discharge ready to write-off            | Borrower    |  |
| bBDDCmpt   | Borrower Defense Discharge Complete                      | Borrower    |  |
| tBDDPrtl   | Borrower Defense Discharges applied partially            | Transaction |  |
| tBDDFull Borrower Defense Discharges applied in full |  | Transaction |  |
| bBDDeny  | bBDDeny Borrower Defense Discharge application is denied |             |  |
| dBDDeny  | Borrower Defense Discharge application is denied         | Debt        |  |

# New Borrower Defense Action/Result Codes:

| Code Name   | Code Description                                    | Code Type   |
|---|---|-------------|
| BDDRvw  | Borrower Defense Discharge Review                   | Action Code |
| BDDRvw  | DDRvw Borrower Defense Discharge in Review          |             |
| BDDAppr   | Borrower Defense Discharge Review Approved          | Result Code |
| BDDDen  | Borrower Defense Discharge Review ready to Complete | Result Code |
| BDDFinl Borrower Defense Discharge Review finalized |   | Result Code |
| BDDNA   | Removed item from the worklist without any action   | Result Code |

# The transactions will be recorded in the PCA Financial Transaction File as

| BDD<br>Discharge<br>Type | Bucket<br>Transaction<br>Type Code | Transaction Tag | Transaction<br>Type | Transactio<br>n Reason | Memo<br>Code |
|--------------------------|------------------------------------|-----------------|---------------------|------------------------|--------------|
| Full                     | Adjustment                         | tBDDFull        | WO                  | OT                     | BDD          |
| Partial                  | Adjustment                         | tBDDPrtl        | AA                  | OT                     | BDD          |

# 17.0 ACCOUNT RETURNS, ADMINISTRATIVE RESOLUTIONS, AND BANKRUPTCY

There are a number of reasons a PCA returns an account to FSA or resolves an account through an administrative resolution. This chapter discusses topics that result in the resolution of an account.

# 17.1 PCA Account Returns

A PCA must return accounts to FSA by using the account return file as one of the file exchanges with DMCS. The PCA must not return these accounts to FSA unless the following criteria are met for each account type.

# 17.1.1 Compromises (CPR)

Under normal circumstances, most paid compromised accounts are systematically recalled. Sometimes the system query does not capture an account even though a compromise has been paid on the account.

If the account is not systematically recalled, please see Chapter 4, section 4.5 for instructions on how to work these accounts.

# 17.1.2 Paid-in-Full (PIF)

Under normal circumstances accounts that have a balance of \$25.00 or less are systematically recalled on a monthly basis. The PCA must not use this return reason on a routine basis.

PCAs must return to FSA accounts that:

- have been paid in full so that the principal and interest balance is \$25.00 or less;
- do not have payment activity within the past 45 days; and
- were not returned in the monthly systematic recall.

#### 17.1.3 Inability to Collect/Unable to Locate (INA/UNL)

FSA determines the criteria for identifying and recalling these accounts from the PCA.

# 17.1.4Servicemembers Civil Relief Act (SCRA)

With each new transfer of accounts, PCAs must run a Department of Defense data match, suspend AWG against active duty borrowers, and return these accounts:

- For the "Active Duty Status Date," enter the date you submit your file for. Request files should be submitted within three days after receiving a new placement.
- 2. On the response file, any account with a value of "X" in the "Active Duty on Active Duty Status Date" is on active duty and is eligible to be returned.
- 3. You may retain any account you are actively working, meaning you have had contact with the borrower and are working towards resolution (e.g., negotiating a repayment plan). If you choose to retain an account, please add the following comment to the DMCS historical events (using A/R code of Comment/Comment): \*\*\*SCRA account resolution in progress

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- 4. For the accounts you wish to return, add the following comment to the DMCS historical events (using A/R code of Comment/Comment): \*\*\*SCRA return. These accounts will be recalled.
- 5. Stop AWG as appropriate.
- 6. Accounts must be identified and properly commented with appropriate SCRA directions within seven days of file request date.
- If the borrower calls in for a resolution after it was marked for return they should be referred to DRG.
- 8. PCAs must suspend collection immediately after identifying recall-eligible accounts
- FSA will recall these accounts within five days of the completion date of identification and SCRA comments
- If you identify an account that was not recalled 10 days from the date the comment was added, contact FSA.

See 22.0 - CONTACTS for specific contact information.

# 17.2 Administrative Resolutions – Death, Incarceration, and Disability

FSA recalls account from the PCA if the criteria are met for the following administrative resolutions.

#### 17.2.1 Death

If the PCA is notified or believes a borrower to be deceased, they can have the loan discharged if the appropriate documentation is provided.

#### Documentation needed:

In order to substantiate a discharge of a loan due to death, PCAs should first attempt to obtain:

- an original or certified copy of the death certificate or an accurate and complete photocopy of the original or certified copy of the death certificate from the U.S., U.S. Embassy(death on foreign soil), or foreign country
- U.S Department of State Death of a U.S. Citizen Abroad form
- U.S. Military Certificate of Death Overseas

In the event that one of the above documents cannot be obtained, FSA has approved the use of at least two of the following types of documentation, in the order that is listed:

- Written verification from an official of a county clerk's office stating that the student/borrower is deceased, but that a death certificate could not be readily provided
- Letter from a clergyman or funeral director on official letterhead. The letter must include the decedent's name and date of birth, both of which must match loan records.
- 3. Death File Match The SSA website for the Death Master File is: <a href="https://dmf.ntis.gov/">https://dmf.ntis.gov/</a>
- Death confirmation from a credit bureau copy of a credit report showing that the borrower is deceased
- An announcement of death from a local newspaper that includes the decedent's name and date of birth, both of which must match loan records
- 6. Confirmation from the Social Security death registry

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## Inconsistent Key data elements:

There may be times where not all the key data elements match between the death certificate and the account data in DMCS.

If the information on the death certificate and DMCS are different for ANY of the three key identifiers (name, Social Security Numbers (SSN) and/or Date of Birth (DOB)), the PCA must provide a *brief written summary*, with any supporting documentation, explaining the PCA's determination that the death certificate in question is for FSA's borrower. If everything matches but middle initial or if everything matches but the last name of a married borrower, the PCA does not need to provide the summary. Possible supporting documents include:

- promissory notes
- assignment forms
- DMCS printouts/screens
- loan applications
- potential search engines that extract data through Social Security Administration Death indexes
- credit bureau reports (however, these cannot be used to verify SSNs)

If the PCA has acceptable documentation indicating that an SSN or DOB should be changed (driver's license, birth certificate, etc.), the PCA must submit an eIMF request with documentation to change the data, prior to submitting the account for discharge.

#### Additional information regarding PLUS Loans:

In the event an individual (student or former student) on whose behalf a parent has borrowed a PLUS loan dies, the obligation of the parent borrower or an endorser of that loan is discharged. In some cases a parent borrower or an endorser may have additional loans for other students which will not be discharged, only the loan for the decedent would be discharged.

To ensure that the decedent is the borrower or individual on whose behalf a parent has borrowed, the PCA must verify that the name, date of birth, and SSN on the death certificate (or other acceptable document evidencing the death) matches the name, date of birth and SSN of the borrower. If the borrower is married, the last name of the decedent does not need to match the last name of the borrower on DMCS. This applies to both male and female borrowers.

In the event that a parent borrower is the decedent, all loans borrowed by the parent would be discharged

#### **FSA Death Letters:**

PCAs must use the generic death certification letter, provided in the appendices, to send to state and local vital statistic offices, as well as a letter that requires notarization. The PCA must place the language provided on FSA letterhead. The PCA must not use photocopied letters with the signature of an FSA staff member, and must not type the name of any FSA staff member on these letters.

### Submitting accounts for discharge:

When the PCA has obtained the supporting documentation as proof of the deceased borrower or parent they can submit the death documentation to FSA via eIMF.

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- 1. The accounts can be submitted via eIMF individually using the eIMF type "Admin Resolution Death" and attaching above required documentation obtained as proof using the instructions for submitting an eIMF as explained in chapter 19, section 19.1 Administrative Resolutions.
- 2. notate the DMCS Historical Events window that a request for loan discharge has been submitted to FSA for approval;
- 3. note PCA system with a summary of what was submitted and when
- send the documentation obtained as proof to DRG, as "archive"

U.S. Department of Education

ATTN: Archive

6201 Interstate 30 Highway

Greenville, TX 75402

- \*\*\*Should not contain payments
- Monitor the eIMF to make sure it was reviewed and completed timely and that the account(s) has been recalled with the correct recall code. If the eIMF hasn't been completed within 5 business days contact the person listed in contact list in chapter 22.

#### 17.2.2 Incarceration

If the PCA determines that a borrower is incarcerated, the PCA must obtain verification from a prison official of the borrower's incarceration and earliest possible release date.

Incarcerations that the PCA can recommend for account recall are divided into two categories based on the length of the borrower's sentencing:

- 1. If the borrower is to be incarcerated for a period exceeding ten (10) years or more from the time of submission.
  - These would be recalled as Incarceration-Write Off(INW) and will be systematically written off in the DMCS
- 2. If the borrower is to be incarcerated for a period exceeding nine (9) months but less than 10 years from the time of submission.
  - These would be recalled as Incarceration-Collectable (INC) and will be systematically returned to active collections at the expiration of the borrower's earliest possible release date.

If the borrower is to be confined for 9 months or less, the PCA will suspend collection efforts on the account and perform follow-up after the borrower's anticipated parole or earliest release date.

The information verifying incarceration must contain:

- o the borrower's full name
- o full date of birth
- o earliest release date
- o the prison or institution facility address
- o the prison official's name, title (or official website)
- o prison telephone number

 the SSN or last 4 digits thereof is encouraged but not required, since most official websites will not provide the SSN.)

The documentation required as proof of the earliest release date must be in one of the below formats in order for the PCA to recommend the account for recall:

Earliest release date —The earliest release date may be classified under different terms such as a parole hearing date. As long as the date is the earliest possible indication of when the prisoner may be released and uses language that supports release date information, the date should be acceptable. In the event that the earliest release date has passed and the only other date is the maximum sentence date, the PCA must obtain more clarifying/concrete information that indicates if there is a new updated early release date or confirms that the earliest release date is now the maximum sentence date.

**Acceptable formats** - PCA must provide verification of the earliest release date in one of the following three forms:

- 1. Written verification from a prison on the institution's letterhead or the FSA incarceration verification letter completed by a prison official (see appendices).
  - The PCA does not have to obtain an FSA official signature on the FSA incarceration verification letter. If the prison requires official signature (rare), the PCA must submit an eIMF request with a copy of the letter. The PCA must not photocopy a letter with an FSA signature nor must not -type the name of an FSA employee in the signature block of a letter.
- 2. Copy of an email from the prison official verifying the borrower's incarceration status.
- The email without adulteration must clearly identify the name of the penal facility and the name and title of the sender.
- 4. Computer print-outs from a state/prison database.
- 5. The PCA must use this method only if the other methods are unavailable.
- At a minimum the computer print-out must contain:
  - the borrower's full name (at least first and last name)
  - If the borrower has a common names (i.e. John Smith, Mary Brown), the PCA must obtain documentation with additional personal identifiers, beyond name and DOB, such as SSN.
  - The borrower's full date of birth (month/day/year)
  - The anticipated release date
  - · The following certification statement:
  - "The above information was obtained from the <u>INSERT STATE AND/OR PRISON SYSTEM</u>
    database provided to <u>INSERT SUBCONTRACTOR or CONTRACTOR NAME</u> for verification
    purposes. The information provided is, to the best of our knowledge, true and accurate to the
    individual's current incarceration status."
  - PCA signature below the certification statement. If the PCA uses a subcontractor, there must be two signature blocks, one for the subcontractor and one for the PCA.
  - Notarization by the PCA:
    - subcontractor is not required to notarize the statement
    - PCA may notarize the statement on a separate copy
    - o if the PCA is unable to notarize the statement, two signatures are required

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Computer print-outs may come from an on-line source. If the minimum personal identifiers, full name and full DOB, don't show on the print-out, the PCA must write on the print-out the personal identifying information used to obtain the record. However, if personal identifying information is not used to obtain the record and the online record is incomplete (i.e. no DOB only borrower age), then the PCA must obtain verification through another acceptable format.

Except for the PCA writing the personal identifying information use to obtain the record (see previous paragraph), the PCA must not alter the computer print-out and must not accept handwritten information as evidence to support the borrower's identity or incarcerated status.

If identifying factors are incomplete or inconclusive, FSA will reject the account or request additional supporting information from the PCAs.

#### Submitting for Review:

When the PCA has obtained the supporting documentation as proof of the length of time the borrower is incarcerated, they can submit the incarceration documentation to FSA via eIMF.

- The accounts with an incarceration period greater than 10 years (INW) should be submitted via eIMF individually by using the eIMF type "Admin Resolution – INW". The supporting documentation should be supplied as an attachment to the eIMF. The instructions for submitting an eIMF is explained in chapter 19, Administrative Resolutions.
- The accounts with an incarceration period greater than 9 months but less than 10 years (INC) can be submitted by eIMF using eIMF type "Admin Resolution – INC Batch". in a batch process once a week once the documentation has been imaged.

A batch process is when you include all the accounts eligible for the INC review that week together in one eIMF and FSA reviews a sample of those accounts to ensure they were submitted correctly. If they were submitted correctly all the accounts will be approved and processed.

If there were any errors all of the accounts are rejected as Status "Returned to PCA" and would need to be resubmitted again once the issue has been fixed or removed.

How to submit INC administrative resolutions through eIMF batch processing:

- A. For each account you want to submit for review, the required documents for proof of the incarceration type need to be imaged. Mail the incarceration verification documents to FSA for imaging by:
  - Completing a Manifest for PCA Image Updates by following the instructions on the form found in, chapter 12.0 - Appendix A) and send the manifest with the documentation to the below address. This can be done daily/weekly/monthly.

U.S. Department of Education

ATTN: Archive

6201 Interstate 30 Highway

Greenville, TX 75402

- \*\*\*Should not contain payments; must contain a manifest.
- The documents should be imaged within 5 business days of receipt of package. If they
  haven't been imaged by the 6<sup>th</sup> business day, check the package tracking to see if it was

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delivered and signed for timely at the correct above address. If the package was received timely email the CO's and CORs with the tracking #, vendor used, the date the package was delivered and that it was documents sent for "archive" imaging.

- B. Once the documents are imaged, the PCA must review them to ensure the image is clear and is not of "poor" quality. If it is "poor" quality it must be resent for imaging and cannot be submitted for INC recall.
- C. After you have approved the image uploaded in DMCS you can included that account on the next weekly roster of accounts for the batch process. To complete the roster of accounts:
  - Create and save an excel sheet to be formatted as shown in 17.0, Appendix C for the INCs
    that you wish to submit for incarceration review that week. This spreadsheet will need to be
    attached to the eIMF you are submitting.
    - provide the DMCS account numbers in, column A
    - o the earliest release date in column B, and
    - o the date the incarceration verification documents were imaged into DMCS(in column C)
- D. Submit the batch via eIMF and use the eIMF type "Admin Resolution INC Batch" and following the instructions for submitting an eIMF and attachment as explained in chapter 19, Administrative Resolutions.
  - There is one difference when completing the eIMF for a "batch" and that is that because you
    are submitting multiple accounts at one time, you can't enter all of the borrower's
    information in 1 eIMF. Therefore, you will need to provide the information of the 1<sup>st</sup>
    borrower on the spreadsheet you created in the following fields of the eIMF:
    - the "Borrower DMCS ID"
    - "Borrower First" Name
    - o "Borrowers Last" name
- 3. Once the eIMF is submitted for either type of incarceration review the PCA must
  - A. update DMCS for each borrower:
    - DMCS Borrower Pane address needs to be updated to the best address for the borrower
      to receive correspondence. If it is the prison than update the borrower address with the
      prison address in DMCS, which must include the Prison Name, Prison Street/PO BOX
      Address, Inmate# if any, City, State, and Zip Code. If a borrower has provided the PCA with a
      "care of" address for mail delivery, the PCA must use that address and notate that it is a
      "care of" address in the DMCS Historical notes.
    - Note DMCS Historical Events window that an eIMF has been submitted along with the
      prison official's name, title (or official website), name prison, prison telephone number, and
      the earliest release date provided by the penal facility. If a borrower is sentenced for life
      imprisonment, the PCA must indicate "Life" as the earliest release date.
  - B. Note PCA system with a summary of what was submitted and when
  - C. Monitor the eIMF to make sure it was reviewed and completed timely and that the account(s) has been recalled with the correct recall code. If the eIMF hasn't been completed within 5 business days email the contact provided in Chapter 22.
- 4. If there is an issue with the eIMF submission that is not pursuant to incorrect information provided by the PCA, the Loan Analyst it was assigned to will email the contact on the eIMF and updated the

"ED Response" field with what the issues is. The PCA should Status the eIMF as "Retracted" until the issue is fixed and you can resubmit it.

**FSA Incarceration Letters** – PCAs must use the generic incarceration letter which is on FSA letterhead, to send to incarceration facilities (see appendices D & E).

FSA has provided letters to aid the PCAs in obtaining acceptable incarceration documentation. The PCA must not use photocopied letters with the signature of an FSA staff member, and must not type the name of any FSA staff member on these letters.

### 17.2.3Total and Permanent Disability

If a PCA has reason to believe that a borrower is disabled, PCAs should:

- Attempt to refer borrowers to the Total and Permanent Disability (TPD) Servicer (Nelnet) by initiating a three-way conference call between the PCA, borrower and Nelnet. The number is below.
- Upon connection with Nelnet request the agents name
- Document the historical events on DMCS with the following standardized comment using the Action: Comment

Result: Comment

\*\*\*Warm Transferred Borrower to TPD at (Time); Nelnet agent (agent's name) accepted the transfer

#### **TPD Contact Information**

- Phone: 1-888-303-7818 (If initiating a three-way call, PCAs should use Option 3, which is designated for loan holders)
- Web site: www.disabilitydischarge.com
- E-mail: disabilityinformation@nelnet.net
- Office Hours: 8:00 a.m. 8:00 p.m. (ET), seven days a week
- Mail Inquiry: PO box 87130 Lincoln, Nebraska 68501-7130
- Fax: 303.696.5250
- Physical address: 121 South 13th Street, suite 201, Lincoln, Ne 68508

The TPD Servicer will counsel the borrower on eligibility requirements and, as warranted, instruct the borrower to submit a discharge application to the TPD Servicer.

Based on this initial consultation, the TPD Servicer will notify the borrower's loan holders to suspend collections activity for 120 days and the PCAs must suspend its collection actions for the same period of time. AWG and TOP will continue during this time.

After the TPD servicer begins to work with the borrower, five different things may occur:

1. The borrower fails to submit a materially complete discharge application to TPD, in which case the PCA must resume collection activity at the end of the 120-day suspension period.

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- The borrower submits a materially complete discharge application to TPD. When this occurs, TPD will notify FSA, and FSA will notify its PCAs, to suspend collection indefinitely while TPD conducts its review.
- 3. Discharge is denied (or the application is rejected), in which case the PCA must resume collection immediately (even if it has been less than 120 days since the initial consultation).
- 4. Discharge is approved. FSA will recall the account and will pay the PCA an administrative resolution fee.
- 5. The borrower decides they wish to enter into a repayment arrangement. See below for instructions on what to do for borrowers who request repayment options.

**Daily Update File -** FSA will send, via email, a daily update file to PCAs which will contain the following fields:

- Workgroup (PCA name—the file will contain all PCA accounts)
- Status date (most recent status changes will appear first)
- Borrower number
- Status: 120-Day suspension; Indefinite suspension; Discharge denied/application rejected;
   Discharge approved; or 120-Day suspension expired
- Denial/Reject reason

The report will be cumulative; that is, every borrower being tracked will appear on each daily report, whether or not there is a status change to report. Thus, if a PCA fails to receive or process a given day's report, they will not miss a status change. Once a suspension ends (i.e., it expires, or a discharge determination is made), the borrower record will remain on the report for 14 days before dropping off. The report will be sent in csv format.

### **Borrowers who Request repayment options**

PCAs must never attempt to influence a borrower to enter into repayment over applying for disability or in addition to it, but if a borrower **requests** to enter into repayment instead of or in addition to disability then they are able to do so. The PCA should:

- Always make it clear to the borrower it is their right to file for Disability
- Never suggest that the borrower repay instead of file for disability or pay on top of disability

If the borrower only wishes to enter into repayment the PCA should:

- Notify the borrower they need to contact Nelnet to rescind their application for disability.
- Once the arrangement is agreed to
  - Note the PCA notepad summarizing the discussion
  - Place Comments on DMCS Historical events as follows:
  - \*\*\*DISAB & REPAYMENT B RECINDED DISAB FILING & REQ (type of repayment) INSTEAD

If the borrower request a repayment plan while pursuing disability the PCA should:

- Notify the borrower that their accounts could be approved for disability discharge before they
  complete the repayment arrangement.
- Once the arrangement is agreed to

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- Note the PCA notepad summarizing the discussion
- Place Comments on DMCS Historical events as follows:
- \*\*\*DISAB & REPAYMENT B REQ (type of repayment) WHILE PURSUING DISABILITY DISCHARGE

#### 17.3 BANKRUPTCY

Bankruptcy is a court process established by federal law to help borrowers who are unable to meet their financial obligations as they become due. The goal is to provide an orderly process to resolve the borrower's debts. As soon as the borrower files a petition in bankruptcy court, and until the bankruptcy proceeding is concluded, all creditors are barred from taking collection action against the borrower by imposition of the Automatic Stay. A creditor that fails to cease collection activity immediately upon receiving notice that a bankruptcy has been filed can be cited for Contempt of Court for failure to honor the Automatic Stay and can be subject to attorney fees and sanctions.

PCA's are notified of bankruptcy filings by mail received, borrower/third-party contact and vendor scrubs.

FSA's vendor ECMC reviews any bankruptcy that may still be active and determines if it is still active and needs to be recalled or if it has been dismissed or discharged and can have collections resumed.

In most cases, ECMC will have received the bankruptcy notifications and recalled the accounts prior to the PCA receiving notification. For the instances where ECMC has not recalled the account or updated DMCS Historical Events window with a determination the PCA should perform the following instructions.

## 17.3.1 Determining Status of a bankruptcy

Upon becoming aware that a borrower has filed bankruptcy, the PCA must verify whether the bankruptcy is active or if it has been dismissed or discharged by the court. The PCA can determine this by accessing PACER and verifying the case status on the PACER Case Summary screen (or a service relying on PACER for information) or in DMCS, Explorer Pane, Bankruptcy window and/or check to see if the Historical Events window has been updated by an FSA employee or an employee of ECMC with the dismissal or discharge information for the same bankruptcy case number.

#### 17.3.2 Bankruptcy Filing Dates

The handling of loans in bankruptcy receiving a Discharge of Debtor depends on the bankruptcy filing date which can be identified when verifying the bankruptcy status

- A. Bankruptcies Filed on or after October 8, 1998 Title IV student loans and grant overpayments are not dischargeable under a general discharge order if the petition is filed on or after October 8, 1998, The borrower would have to file an adversary proceeding and receive a hardship finding by the court in order for these to be discharged.
- B. Bankruptcies Filed before October 8, 1998
  Title IV loans and grant overpayments can be discharged under a general discharge order for bankruptcies filed prior to October 8, 1998. Dischargeability standards varied by chapter and by the date that the bankruptcy was filed.

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## 17.3.3 Handling Bankruptcy Notifications

Once you have determined the status and the filing date of the bankruptcy the PCA must follow the below instruction on how to handle the different situations.

If the bankruptcy is still active, meaning the court has not issued a Discharge of Debtor AND the case has not been dismissed the PCA must:

- Immediately suspend all collection activity (Suspensions must occur within three days of the date the PCA is notified/identifies bankruptcy notice.)
- 2. Stop AWG withholding
- Notate their system and DMCS Historical Events window, with the date the notice was
  received, bankruptcy chapter, case number, district and filing date and that bankruptcy
  documentation was forwarded to FSA/ECMC for review for decertification; and
- 4. Forward the documentation to FSA's vendor ECMC at:

**ECMC** 

Dept. of Ed

P.O. Box 16448

St. Paul, MN 55116-0448

If the bankruptcy has been dismissed or discharged and it was filed on or after October 8, 1998, and is still assigned to the PCA

- Notate their system and DMCS with the chapter, case number, district, filing date, and date
  of dismissal or discharge.
- 2. The PCA does not need to suspend collection activity if the case is dismissed or discharged, but if they have they can resume collection on the debts if it has not been recalled.

If the bankruptcy has been discharged and not dismissed and it was filed before October 8, 1998, and is still assigned to the PCA

- If an ECMC employee or an FSA employee has already made a determination that the loans were not discharged in that bankruptcy and entered that determination in the historical notes, the PCA may resume collections.
- If there are not notes from ECMC or FSA, immediately suspend all collection activity (Suspensions must occur within three days of the date the PCA is notified/identifies bankruptcy notice.)
- 3. Forward to email for discharge determination to ECMC at <a href="mailto:edbankruptcy@ecmc.org">edbankruptcy@ecmc.org</a> and include:
  - Subject: Dept of ED Bankruptcy
  - Body: Provide the chapter, case number, district, filing date and DMCS #. We
    are unable to identify a dismissal or discharge date for the above mentioned
    case could you please verify if it has already been discharged.

#### 17.3.4 Resuming Collections

When ECMC receives bankruptcy notification (from PCA or other source) they will notate the Historical Events window with whether the case is still active or if it has been dismissed/discharged.

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It is important to consider whether the loans were discharged before resuming collection to avoid the risk of attorney fees and sanctions for violating the discharge injunction.

If ECMC has not noted the Historical events window within 35 days of receipt, the PCA can request an update from ECMC at <a href="edbankruptcy@ecmc.org">edbankruptcy@ecmc.org</a>.

If ECMC has noted the Historical events window that the case has been dismissed/discharged and the account is still assigned to the PCA, they can resume collections.

### 17.3.5 Handling bankruptcy documentation

The PCA sometimes receives by mail, bankruptcy documentation that is not the Petition. The following documents should be forwarded to FSA:

- · A Summons and Complaint in an Adversary Proceeding;
- · A Motion for Sanctions/Contempt;
- other notice or pleading in an adversary proceeding; or
- an objection to a proof of claim filed by or on behalf of FSA.

When this happens the PCA must email a copy of any additional bankruptcy documentation received to FSABankruptcy@ed.gov.

#### Preparing the email:

- Password protect the attachment with the standard agency password
- Subject: Dept of ED Bankruptcy
- Body: Provide the chapter, case number, district, filing date and DMCS #. We received
  the attached bankruptcy documentation by mail on (date) and are submitting it for your
  review.

# 17.0 - Appendix A - Prime Contractor Death Discharge Letter

|  | (DATE)   |
|--|--|
| To Whom It May Concern:  |  |
| held by the Department. Pursuant to the Higher Education 682.402(b), 674.61 and 685.212, in order to verify an indi  | Department of Education to resolve federal student loan obligations in Act (HEA) of 1965, as amended, and federal regulations 34 CFR vidual's death and discharge any federal student loan obligations, the ficate, a certified copy of the death certificate, or an accurate and death certificate. |
| With regard to these requirements, the Department of request and obtain information regarding the individual list  | Education has authorized (Collection Agency Name) to sted below who has been reported as deceased.   |
| Name of Deceased:<br>Social Security number: (Last four digits acceptable)<br>Date of Birth (if known):  |  |
| Please send the death certificate to:  |  |
|  |  |
|  |  |
| U.S. Department of Education and its representatives us  | business. Federal statutes and regulations require that the se the information you provide only for official authorized  |
| U.S. Department of Education and its representatives us government purposes.   | se the information you provide only for official authorized  |
| U.S. Department of Education and its representatives us government purposes.   | se the information you provide only for official authorized  |
| U.S. Department of Education and its representatives us government purposes.   | se the information you provide only for official authorized  |
| U.S. Department of Education and its representatives us government purposes.  Your assistance with the death verification process is greater.  | se the information you provide only for official authorized atly appreciated.  Sincerely,  U.S. Department of Education  |
| U.S. Department of Education and its representatives us government purposes.  Your assistance with the death verification process is greater than the second of the second | se the information you provide only for official authorized atly appreciated.  Sincerely,  U.S. Department of Education  |
| U.S. Department of Education and its representatives us government purposes.  Your assistance with the death verification process is greater than the second of the second | see the information you provide only for official authorized atly appreciated.  Sincerely,  U.S. Department of Education Federal Student Aid, Business Operations  ad  |
| U.S. Department of Education and its representatives us government purposes.  Your assistance with the death verification process is greater as a second of the second of  | see the information you provide only for official authorized atly appreciated.  Sincerely,  U.S. Department of Education Federal Student Aid, Business Operations  ad  |

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only. Other requests shall be referred to the Federal Student Aid Acquisitions Group

# 17.0 - Appendix B - Prime Contractor with Subcontract Death Discharge Letter

| (DATE)  |
|---|
|   |
| Го Whom It May Concern:   |
| (Collection Agency Name) has been retained by the U.S. Department of Education to resolve federal student loan obligations held by the Department. Pursuant to the Higher Education Act (HEA) of 1965, as amended, and federal regulations 34 CFR 682.402(b), 674.61 and 685.212, in order to verify an individual's death and discharge any federal student loan obligations, the Department of Education requires the original death certificate, a certified copy of the death certificate, or an accurate and complete photocopy of an original or certified copy of the death certificate. |
| (Collection Agency Name) has authorized (Subcontractor Name), acting on behalf of (Collection Agency Name), to obtain information regarding the individual named below, who has been reported as deceased.  |
| Name of Deceased:<br>Social Security number: (Last four digits acceptable)<br>Date of Birth (if known):   |
| Please send the death certificate to: (may insert subcontractor address and phone number)   |
| (In addition, may want to insert Collection Agency contact information in case of further questions)  |
| This information is needed for official U.S. government business. Federal statutes and regulations require that the U.S. Department of Education and its representatives use the information you provide only for official authorized government purposes.  |
| Your assistance with the death verification process is greatly appreciated.   |
| Sincerely,  |
| U.S. Department of Education<br>Federal Student Aid, Business Operations  |
| STATE OF GEORGIA  |
| On this day of, 2XXX, personally appeared, satisfactorily identified as the person stating that this document is his/her official act and deed with the full understanding of the penalty of law if applicable.  Notary Public  My Commission Expires:  |
| 61 Forsyth St., SW  |
| Rm 18T30<br>Atlanta, GA 30303   |
| www.FederalStudentAid.ed.gov<br>1-800-4-FED-AID   |
| FEDERAL STUDENT AID START HERE. GO FURTHER.   |
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only. Other requests shall be referred to the Federal Student Aid Acquisitions Group

# 17.0 - Appendix C - Example Spreadsheet for INC Batch Requests

| Α               | В                        | С          | D                | E |
|-----------------|--------------------------|------------|------------------|---|
| INC Admin Batch | Agency:                  |            | Submission Date: | 7 |
| Borrower ID     | Earliest<br>Release date | Image Date |                  |   |
|                 |                          |            |                  |   |
|                 |                          |            |                  |   |

# 17.0 - Appendix D - Prime Contractor Incarceration Letter



| -   | (DATE)  |
|---|---|
|   | (DITE)  |
| personal business matter regarding an individual we information you provide is needed for official U.S. Openartment and its representatives, including (Collection) | on Agency Name) to provide services in connection with a believe is currently incarcerated at your facility. The Government business. Pursuant to the Privacy Act, the on Agency Name) and any employees who receive this y for official government purposes authorized under the |
| Please complete the information listed below and fax bac  | k to: ()  |
| If you do not have access to a fax you can mail this form   | to: (May include phone number)  |
|   |   |
|   |   |
| Your prompt response is appreciated. Thank you for you  | r assistance in this manner.  |
| Name of incarcerated individual:  |   |
| Social Security Number: (last four digits acceptable)   |   |
| Birth Date:<br>Inmate number:   |   |
| Release date or parole eligibility date (whichever is earlie  | er):  |
| Name, title, and phone number (if available) of individua   | 1 verifying this information:   |
| Signature of verifying official:  |   |
|   | Sincerely,  |
|   | U.S. Department of Education  |
|   | Federal Student Aid, Business Operations  |

61 Forsyth St., SW Rm 18T30 Atlanta, GA 30303 www.FederalStudentAid.ed.gov 1-800-4-FED-AID

FEDERAL STUDENT AID START HERE. GO FURTHER.

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## 17.0 - Appendix E - Prime Contractor with Subcontract Incarceration Letter

| (DATE)   |
|--|
| The U.S. Department of Education has retained (Collection Agency Name) to provide services in connection with a personal business matter regarding an individual thought to be incarcerated at your facility. (Collection Agency Name) has authorized (Subcontractor Name), acting on behalf of (Collection Agency Name), to obtain the information listed below to determine the individual's incarceration status. |
| The information you provide is needed for official U.S. Government business. Pursuant to the Privacy Act, the Department and its representatives, including (Collection Agency Name, Subcontractor Name) and any employees who receive this information, may use the information you provide only for official government purposes authorized under the Privacy Act and Department regulations.                      |
| Please complete the information listed below and fax to: ()  |
| If you do not have access to a fax you can mail this form to: (may insert subcontractor address/phone number)  |
|  |
|  |
| (In addition, may want to insert Collection Agency contact information in case of further questions)  Your prompt response is appreciated. Thank you for your assistance in this manner.   |
| Total promperesponse is appreciated. Thank you for your assistance in this manner.   |
| Name of incarcerated individual: Social Security Number: (last four digits acceptable)   |
| Birth Date:  |
| Inmate number:   |
| Release date or parole eligibility date (whichever is earlier):  |
| Name, title, and phone number (if available) of individual verifying this information:   |
| Signature of verifying official:   |
| Sincerely,   |
| U.S. Department of Education<br>Federal Student Aid, Business Operations   |

61 Forsyth St., SW Rm 18T30 Atlanta, GA 30303 www.FederalStudentAid.ed.gov

1-800-4-FED-AID

## FEDERAL STUDENT AID START HERE. GO FURTHER.

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## 17.0 - Appendix F - Vital Statistics Request Letter



<date>

Vital Records Division

Dear Sir or Madam:

The U.S. Department of Education (Department) contracts with Private Collection Agencies (PCAs) to collect on defaulted Title IV student loans owned by the Department in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan Program (DL) and the Federal Perkins Loan Program (Perkins). When a PCA determines a borrower is deceased, they need to provide us with a certificate of death to discharge the loans.

#### Regulatory Authority

According to 34 CFR §682.402(b) for the FFEL program, a discharge of a loan based on the death of the borrower (or student in the case of a PLUS loans) must be based on an original or certified copy of the death certificate, or an accurate and complete photocopy of the original or certified copy of the death certificate. This documentation is necessary to discharge a borrower's student loan obligation.

According to 34 CFR §685.212(a)(1) for the DL program, if a borrower (or a student whose behalf a parent borrowed a Direct PLUS loan) dies, the Secretary discharges the obligation of the borrower and any endorser to make any further payments on the loan based on an original certified copy of the borrower's (or student's in the case of a Direct PLUS loan obtained by a parent borrower) death certificate, or an accurate and complete photocopy of the original or certified copy of the borrower's (or student's in the case of a Direct PLUS loan obtained by a parent borrower) death certificate.

According to 34 CFR §674.61(a) for the Perkins program, the unpaid balance of a borrower's Defense, NDSL, or Perkins loan, including interest, must be discharged if the borrower dies. The loan must be discharged on the basis of an original or certified copy of the death certificate, or an accurate and complete photocopy of the original or certified copy of the death certificate.

Please accept this letter as documentation that the PCAs listed in Attachment A have a valid reason for requesting death certificates and of the Department's request for your cooperation in providing the documents necessary to process these discharges. The agencies listed in Attachment A are under contract with the Department to collect student loan debts at least through April 21, 2017. If there are any question or concerns. Please do not hesitate to call me at the number listed below.

Sincerely,

Douglas Laine Branch Chief (404) 974-9244

Attachment A - List of U.S. Department of Educations' Private Collection Agencies

cc: Private Collection Agencies

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Atlanta Processing Division 61 Forsyth St., SW, Room 18T30 Atlanta, GA 30303-8918

#### Attachment A

#### List of U.S. Department of Education Private Collection Agencies

Account Control Technology, Inc.

**Action Financial Services** 

**Bass and Associates** 

Central Research, Inc.

Coast Professional, Inc.

Continental Service Group, Inc. (D/B/A ConServe)

Credit Adjustments Inc.

**Enterprise Recovery Systems** 

FH Cann

**FMS Investment Corporation** 

GC Services, LP

Immediate Credit Recovery, Inc.

**National Credit Services** 

National Recoveries, Inc.

Pioneer Credit Recovery, Inc.

Professional Bureau of Collections of Maryland

**Reliant Capital Solutions** 

Windham Professional, Inc.

### 18.0 LOCATING PROMISSORY NOTES

Promissory notes (Notes) are stored in a number of different systems. This chapter assists PCAs in locating promissory notes so that PCAs may provide borrowers with copies of the promissory note to support the claim that the borrower owes the loan.

Borrowers request promissory notes to validate a debt they are disputing. The promissory notes are stored in a number of different areas. However, if a judgment was entered for a loan, the promissory note is not required to validate the debt. Look in DM imaging for copy of the judgment. The borrower may have several debts and the PCA may have to search in more than one system depending on the type of loan it is.

### 18.1 Steps for Obtaining Promissory Notes

The PCA must look for promissory notes following the order provided below:

**Step 1:** is the debt a grant overpayment (POVR)? If so, STOP: there is no promissory note. Does the loan have a judgment? If so, STOP: the promissory note is not required to validate, search instead for a copy of the judgment.

Step 2: check all DMCS images for all loan programs.

**Step 3:** Is the debt a <u>NDSL, Perkins, FISL,</u> or FFEL loan guaranteed by HEAF or NYHESC (the New York guaranty agency), if it is it must be requested through Greenville (see section 18.3).

**Step 4:** check Nelnet Website for any loan previously reviewed for TPD discharge (debt level tag diNelnet, diTPD, diReinst, or GA code dAF577).

**Step 5:** check the other systems in which images of promissory notes are stored.

If the PCA cannot find an image in DMCS, the PCA must check the following systems for copies of the promissory note.

- Navient Imaging System
- PHEAA Imaging System
- Great Lakes Image Repository/FSA Image Repository
- COD

Contact FSA (see 22.0 – CONTACTS) for information about obtaining access to these systems. When requesting access to the Great Lakes system, be sure to indicate on the request form that access is needed to both Great Lakes document images and to the Great Lakes Image Repository.

#### 18.1.1 Promissory Note Located

If a promissory note is located through any of these systems described below, a copy must be imaged to DMCS. The PCA must send a copy of the Note to:

U.S. Department of Education Attention: Archive 6201 Interstate 30 Greenville, TX 75402

Note: Include cover sheet indicating Archive

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#### 18.1.2 Identifying Loan Program and Federal Loan Servicer

Between 2008 and 2010 FSA purchased FFEL loans from lenders under either the PUT or Conduit program. Notes for most FFEL loans purchased by FSA through those programs can be found in the federal loan servicers' imaging systems. PCAs can identify PUT and Conduit program loans as well as the federal loan servicer servicing the loan prior to default by reviewing the "Debt Summary" pane. The "Debt Type" field will provide the Loan Program and the Highest Priority Tags" will identify the Federal Loan Servicer.

In the example below, LP1 in the "Debt Type" field indicates a PUT loan. The dGrtLks debt-level tag indicates that Great Lakes serviced the loan prior to default and transferred it to DMCS.



The following table lists Debt Type codes used to identify PUT or Conduit Program loans:

| Loan Program                          | Loan Program Code |
|---------------------------------------|-------------------|
| FFEL Conduit Purchases                | FCO               |
| FFEL Conduit Purchases – Delinquent   | FCD               |
| FEEL (PUT) Loan Purchases 2008 - 2009 | LP1               |
| FFEL (PUT) Loan Purchases 2009 - 2010 | LP2               |

The following table lists federal loan servicer debt-level tags:

| Federal Loan Servicers           |          |
|----------------------------------|----------|
| Dept of ED/ Great Lakes          | diGrtLks |
| Dept of ED/ Nelnet               | diNelnet |
| Dept of ED/ PHEA                 | diAP     |
| Dept of ED/ Sallie Mae (Navient) | diSallie |

The federal loan servicers' imaging systems also contain some Direct Loan notes. The PCA must check the records of the federal loan servicer who serviced the loan before transfer to DMCS before concluding that a Direct Loan note is not available.

#### 18.1.3 Identifying the correct system to retrieve promissory notes

The system(s) to check are dictated by the loan program of the debt you are trying to retrieve the promissory note for and the federal loan servicer tag. Below are the loan types and what sites to look in:

#### **Direct Loans**

| If                     | Then Look In                           |  |
|------------------------|--|--|
| Non-consolidation loan | Previous federal loan servicer website |  |
| disbursed after 2000   | Great Lakes FSA Image Repository       |  |
|                        | COD                                    |  |
| Non-consolidation loan | Previous federal loan servicer website |  |

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| disbursed prior to 2000      | Great Lakes FSA Image Repository COD                               |
|------------------------------|--|
| Consolidation Loan disbursed | Previous federal loan servicer website                             |
| 2012 or later                | Great Lakes FSA Image Repository                                   |
|                              | COD Servicer/Consolidation Search                                  |
|                              | COD Servicer/Special Consolidation Search                          |
| Consolidation Loan disbursed | Previous federal loan servicer website                             |
| prior to 2012                | Great Lakes FSA Image Repository                                   |
| Parent PLUS Loan             | Search as indicated above, using both the parent & the student SSN |

#### **FFEL Loans**

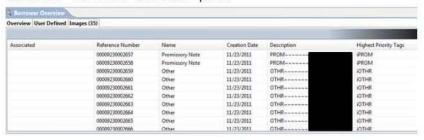
| If  | Then Look In                        |  |  |
|---|-------------------------------------|--|--|
| Loan program code is LP1, LP2, FCO or FCD, and  |                                     |  |  |
| Debt tag is diSallie                            | Navient                             |  |  |
| Debt tag is diNelnet                            | Nelnet                              |  |  |
| Debt tag is diGrtLks                            | Great Lakes                         |  |  |
| Debt tag is diAP                                | FedLoan                             |  |  |
| Debt tag is dRedflt                             | All federal loan servicer websites  |  |  |
| Debt tag is dNY736 or GA code between 600 & 699 | Contact Greenville to request pnote |  |  |

#### 18.2 Systems for locating promissory notes

Once the PCA has identified what step(s) need to be taken to retrieve a promissory note they can use the following instruction provided for each system.

### 18.2.1 Images Stored in DMCS

Most promissory notes are stored in DMCS. You can access images in DMCS by clicking on the "Images" tab of the "Borrower Overview" pane.



Imaged promissory notes are generally labeled "Promissory Note." However, the image files are sometimes mislabeled or are imaged as part of another document, so the PCA must check the other files and all pages before concluding that the promissory note is not imaged in DMCS.

The PCA can obtain the POVR assignment document from DMCS images although the assignment document is not necessary to enforce collection.

If a promissory note is scanned in DMCS the PCA should ensure it is the best copy available to be sent in answer to the correspondence or complaint received.

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The Note can be printed from DMCS images to include in any response necessary as described in chapter 12, Correspondence and chapter 15, Complaints.

#### 18.2.2 HEAF or NYHESC Loans

Records for FFEL loans that were guaranteed by HEAF or NYHESC (the New York guaranty agency) are maintained in Greenville in microfiche or other media. When the PCA is looking for promissory notes for HEAF or NYHESC loans and can't find the promissory notes in the DMCS images, the PCA may check with Greenville to request a copy of the note. (see section 18.3)

The PCA can identify HEAF or NYHESC accounts by reviewing the debt-level tag in DMCS Debt Summary Pane:

HEAF: guaranty agency code between 600 and 699

NYHESC: guaranty agency code of 736

In the example below, the tag dNY736 indicates a NYHESC guaranteed loan.



18.2.3 Nelnet Imaging

Search Nelnet Imaging when the debt level tag is diNelnet, diTPD or diReinst.



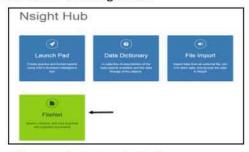
A. Enter url <a href="https://nsighthub.nelnet.net/Home/Login?ClientID=FSA01">https://nsighthub.nelnet.net/Home/Login?ClientID=FSA01</a> or select the Nelnet icon on the desktop. Then enter your credentials on the landing page



B. Enter the Security Code and select Submit Token



C. Select FileNet on the Nsight Hub



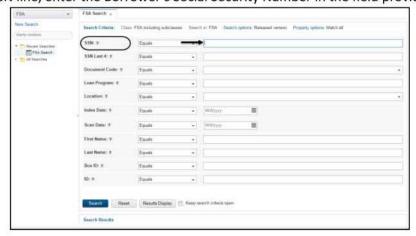
D. Message from webpage: select ok



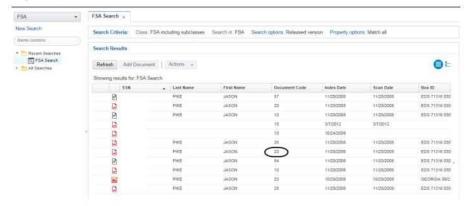
E. Select FSA Search under Recent Searches



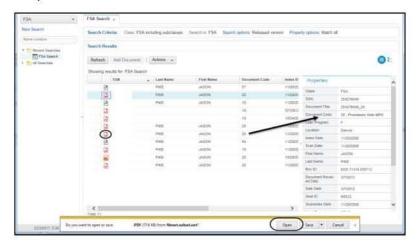
F. In the SSN line, enter the Borrower's Social Security Number in the field provided



G. Locate Document Code of 20 (Promissory Note). However, other file types may also contain promissory notes.



H. Select the PDF File associated with the Document Code 20. Select Open when asked the question "Do you want to open or save .PDF from filenet.nelnet.net?"

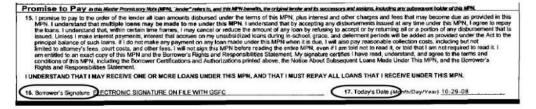


Verify Promissory note is for debt in DMCS.

Attempt to verify Guarantee Agency, Servicer or Lender via Debt Information UDP - FFEL only



Verify signature on Master Promissory Note is prior to disbursement dates

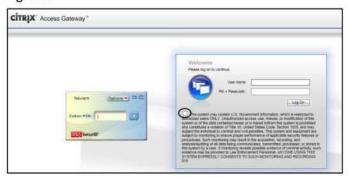


## 18.2.4 Navient Imaging System

Search Navient/Sallie Mae Imaging when the debt level tag is diSallie.



Enter the url <a href="https://rsa.citrixcloud.nevient.com">https://rsa.citrixcloud.nevient.com</a> or select the Navient icon on your desktop. Enter in your credentials, the RSA soft token, check the box for the system security information and select Log On.



2. On the Navient landing page, enter your credentials and select Log On.



3. On the Citrix XenApp landing page, select ECS ED – WI 65



4. Close window if appears.

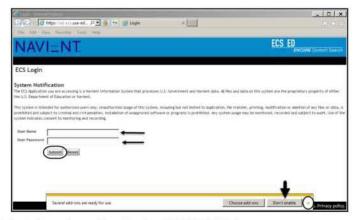


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5. Select Open if asked to open or save launch.ica.



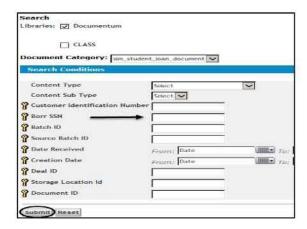
6. On Navient ECS ED landing page, close (or Don't enable) window for 'Several add-ons are ready for use" (if appears), enter your credentials and select Submit.



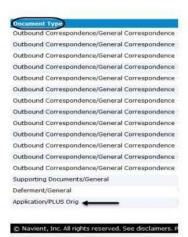
7. Select Search on the Navient ECS Ed Welcome screen.

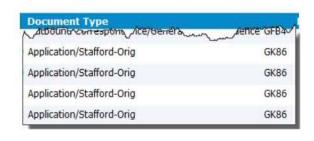


8. On the Search screen, enter the borrower Social Security Number and select submit.



9. Under Document Type column, locate the application of the debt (example: Application/PLUS or Application/Stafford), select the PDF line and select open.





10. Verify the Promissory note is for the debt on DM

Attempt to verify Guarantee Agency, Servicer or Lender via Debt Information UDP - FFEL only

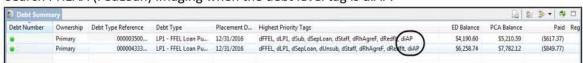


Verify Master Promissory Note date is prior to disbursement dates for debts on DM



## 18.2.5 PHEAA Imaging System

Search PHEAA (FedLoan) Imaging when the debt level tag is diAP.



1. Enter url <a href="https://partners.myfedloan.org">https://partners.myfedloan.org</a> or select the PHEAA/FedLoan icon on the desktop. Enter you credentials on the landing page.



Click Yes, I agree on the Welcome screen.



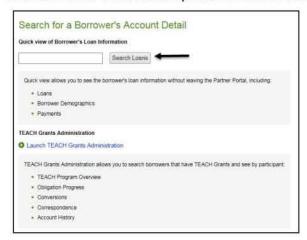
3. Enter the Security Code and select Submit.



4. Select either Partner Portal (for loans) or Teach Grants Admin (for teach grant accounts).



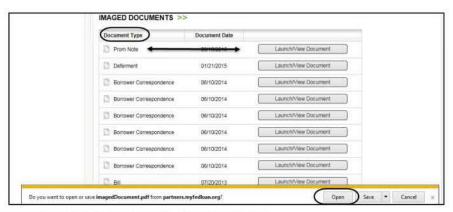
5. Enter borrower Social Security Number and select Search Loans.



6. Under Borrower tab, select Imaged Documents link.



7. Locate Prom Note in the Document Type column. However, a promissory note may be imaged as part of another document. Select Launch/View Document and open.



8. Verify the Promissory Note is for debt on DM

Attempt to verify Guarantee Agency, Servicer or Lender via Debt Information UDP - FFEL only



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#### Verify Master Promissory Note signature date is prior to disbursement dates for debts on DM

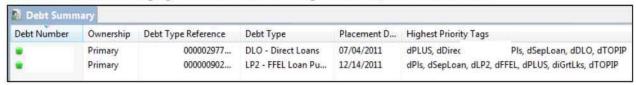
Promise to Pay In the Master Promissory Note (MPN), "ander" reters to, and this MPN benefits, the original landar and its secressors and assigns, including any subsequent brokes of this MPN.

15. I promise to pay to the order of the lender all loan amounts disbursed under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. I anderstand that multiple loans may be made to me under this MPN. I understand that by accepting any delaw usements is successed at any time under this MPN, and the acceptance of the property of the loans. I understand that, within certain time frames, if may cancel or reduce the amount of any loan by relating to a core to represent the property of the property of

#### 18.2.6 Great Lakes Image Repository:

These repositories store documents for Direct Loans originally serviced by Direct Loan Servicing Center (DLSC) and loans that were previously serviced by Great Lakes.

Search Great Lakes Imaging when the debt level tag is diGrtLks, diDLSS or diACES.



| Debt Number | Ownership | Debt Type Reference | Debt Type         | Placement D | Highest Priority Tags                  |
|-------------|-----------|---------------------|-------------------|-------------|--|
|             | Primary   | S09G77778           | LNC - Consolidate | 02/08/2011  | dDirect, diDLSS, aCons, dLNC, dSepLoan |
| •           | Primary   | U09G77778           | LNC - Consolidate | 02/08/2011  | dDirect diDLSS, dCons, dLNC, dSepLoan  |

1. Enter url <a href="https://partners.mygreatlakes.org">https://partners.mygreatlakes.org</a> or select the Great Lakes icon on your desktop. Enter your credentials, security code and select Log In on the landing page.



- 2. From My Tools menu select either Great Lakes Image Repository or FSA Image Repository
  - Great Lakes Image Repository contains documents of loans previously serviced by Great
  - FSA Image Repository contains documents for Direct Loans previously serviced by DLSC and Consolidation Loan documents prior to 2012.

Note: Cannot have both repositories open at the same time. Close out of the open browser before returning to Great Lakes/My Tools to select the other repository.

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The selected repository will open in a separate window. Enter the Social Security Number of the borrower and select Search.

Note: The upper corner of the screen will indicate the repository currently opened.





4. A list of documents will display on the Search Results screen. Look for Documents Descriptions indicating a promissory note.

Examples: Master Promissory Note and Direct Promissory Note



5. Verify Promissory Note is for debts on DM

Attempt to verify Guarantee Agency, Servicer or Lender via Debt Information UDP - FFEL only



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Signature on Master Promissory Note is prior to the disbursement dates



## 18.2.7 Common Origination and Disbursement (COD):

PCAs can log onto COD at [www.cod.ed.gov] and search for electronically signed promissory notes for Direct Loans and TEACH Grant Agreements to Serve (ATS). Most are dated in 2001 or after. Starting in 2012, electronic consolidation promissory notes may also be found here. For a PLUS loan, check the parent and the student's SSN. . The COD site displays information about both paper and electronic notes. Search Common Origination & Disbursement when a search of the other websites provided no results.

1. Enter url <a href="https://cod.ed.gov">https://cod.ed.gov</a> or select COD icon on desktop and then click Login.



2. Accept the Privacy Act and Rules of Behavior located at the bottom of the screen.



3. On the Login landing page, enter your credentials and select Login.



4. Enter the security code and select Login.

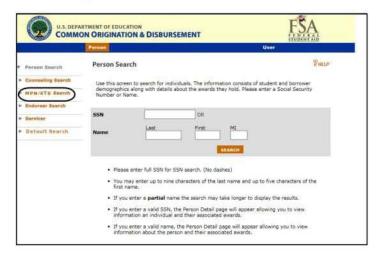


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5. On Welcome screen, select Person.



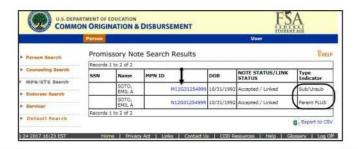
6. Select MPN/ATS Search from menu on the left.



7. Enter borrower's Social Security Number and select Search.



8. Select the MPN ID link that matches up with the debt type on DM.



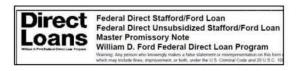
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9. The Award Promissory Notes will display the award ID's under the Master Promissory Note. The ID's can be match to the debt award ID's on DM. Select "View Signed Promissory Note" link to display the promissory note.



10. Verify the Promissory Note is for debt on DM.

In the event an Award ID on DM is not listed in COD, use the Master Promissory Note signature date to determine that the debt was disbursed after the signature date.





#### To Search for Consolidation Documents on COD

 Once logged into CD, select Servicer from the menu on the left side and then Loan Consolidation (if the Consolidation Loan was disbursed in 2012, you may need to select Special Direct Consolidation Loan Search instead).



2. Select Borrower SSN from Search Options drop down menu and select Go.



Enter the Social Security Number and select Search.



If there is an image of the consolidation application, it will display.

## 18.3 Requesting Promissory Notes from Greenville

The PCA must first check the systems listed above . If a search of the records does not locate the promissory note, the PCA may request assistance in locating the note.

The PCA can request assistance by logging onto the DMCS account and entering A/R Event:

Action Result

EsclssRc EsclssBG

Comment= Located [Promissory Note/Master Promissory Note] for debt(s) \_\_\_\_\_on website(s) [Nelnet, Navient/Sallie Mae, PHEAA/FedLoan, Great Lakes and/or COD]. Please search for Promissory Note for debt(s) \_\_\_\_\_, Searched: Nelnet, Navient/Sallie Mae, PHEAA/FedLoan, Great Lakes and COD.

Note: Must indicate which websites searched for missing promissory note(s). Also, indicate why a website was not reviewed – ex. Did not search Navient – no access.

The request will populate the ESCIssBG worklist. When the promissory note is found, the note will be imaged into DMCS and a copy of the note mailed to the PCA making the request.

### 18.3.1 Tips for recognizing the promissory note

To match a loan on DMCS to its corresponding promissory note, take note of the following:

Loan type:

The loan type on the promissory note must match the loan type on DM. A FFEL or Direct Loan

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promissory note may list sub & unsub loan types on the same note. Exceptions:

- A FISL on DMCS may really be a rehabilitated FFEL that re-defaulted; for these, the "Rehab Loan Indicator" on the FISLDebtInfo UDP will be "Y". Look for a FFEL note for these.
- The campus-based loan types (NDSL/Perkins) may be misidentified in DM. For example, an NDSL may be identified in DMCS as a Perkins.
- Amount of the loan:

The loan amount on the promissory note must be greater than or equal to the disbursed amount on DMCS

<u>Exception:</u> A Direct Loan may have a small disbursement amount increase due to lost rebate. Information about the disbursement amount may be found in the servicing history or loan disclosure statement if it is imaged in the file.

Disbursement date:

The date the promissory note is signed must be before the disbursement date of the loan.

School name

The school name may not be listed on the promissory note. In addition, the school name on the promissory note may not match the school name listed on the DebtInfo UDP. If the school name has changed, DM will show the new name. A typo could result in an incorrect name showing in DM. A Master Promissory Note (MPN) may be valid for disbursements to multiple schools.

- A valid promissory note must have a signature: either a wet signature or electronic signature.
- Because loans are sold and transferred, the guaranty agency, servicer, or lender listed on a
  FFEL promissory note may not match the information located on the DebtInfo UDP (Original
  Lender Name or Guaranty Agency, TIVAS Code, originating agency fields).

## 19.0 ELECTRONIC INTERNAL MAIL FORMS (eIMFs)

PCAs use the Electronic Internal Mail system (eIMF) for transmitting requests and other information for resolving debts. The PCA must use the following URL to access the eIMF site (see DMCS PCA User's Manual): <a href="https://www.myeddebt.ed.gov/eimf/login.aspx">https://www.myeddebt.ed.gov/eimf/login.aspx</a>.

To submit eIMFs the PCA would:

- Click on "submit new IMF"
- Select the "IMF Type"
- Enter the "Borrower DMCS ID"
- Enter "Borrower First" Name
- · Enter "Borrowers Last" name
- Enter "PCA Employee Name"
- Enter Comments if needed
- · Attaching Documents: If there are required documents for the IMF you are submitting,
  - click on the "browse" button
  - o search for documentation in the file you have saved it
  - select the documentation
  - Click on submit

Up to 2 documents can be attached per IMF and no attachment can be larger than 4mb.

After the PCA submits the eIMF, it is assigned to an FSA loan analyst for further processing.

The PCA must monitor the status of the eIMF:

Received – when the PCA submits and eIMF it automatically defaults to this status

Completed – when the eIMF is approved, it will be marked "Completed."

Pending – FSA is conducting further research or additional review

<u>Retractions</u>— The PCA may retract the eIMF by change the status to "Retracted" and may resubmit the eIMF at any time.

Returned to PCA – the review was completed but was not approved

The tables below list the eIMF subjects and detailed requirements for certain items.

#### 19.1 eIMFs handled by the FSA Atlanta Regional Office

| Administrative Resolution | <ul> <li>INC Batch – short-term incarceration (submitted in batches, one per week per PCA)</li> <li>INW – long-term incarceration.</li> <li>Death</li> </ul>   |
|---------------------------|--|
| Complaint                 | <ul> <li>FDMS – if a complaint is filed through the Feedback and Dispute Management System from a borrower, third party, attorney government or consumer protection entities</li> <li>Written – If complaint received in writing by FSA or PCA from borrower, third party or attorney</li> <li>BBB, Consumer Protection and other Govt. Orgs – any written complaints received from government or consumer protection entities (includes CFPB).</li> <li>Verbal – the PCA identifies a complaint in a telephone</li> </ul> |

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|                                | conversation or if FSA identifies a complaint through the call monitoring reviews  • DMCS Source – if a complaint is filed with DRG or through the  |
|--------------------------------|---|
|                                | website from a borrower, third party, or attorney   |
| Death Verification (Discharge) | This is a request for notarization of a form letter to send to a vital  |
| Request Letters                | statistics agency.  |
| NCE Request for Assistance     | Request to resolve Non-Compliant Employer with AWG Order.   |
| Payment Issues                 | Request correction of payment errors.   |
|                                | Complete an NPC Missing Payments Correction Form for the following occurrences:   |
|                                | <ul> <li>Misapplication of payments from an employer (Provide<br/>documentation from the employer with the name of persons or<br/>a list of persons to whom the payments should have been<br/>applied and how much should have been applied to each<br/>person.)</li> </ul> |
|                                | <ul> <li>Lost payments</li> <li>Provide a copy of the front and back of checks.</li> </ul>  |
|                                | For money orders have the money order traced and a copy of the  |
|                                | trace sent to FSA.  |
| PCA Employees                  | Submission of prospective PCA Employees for vetting prior to hire.  |
|                                | The PCA will use the PCA employee module of the eIMF system. The  |
|                                | PCA will need to submit the prospective employee's name and SSN   |
|                                | and submit to FSA for checking to see if the prospective employee is  |
|                                | in default on a student loan. If the PCA is notified that the employee  |
|                                | is approved for hire, the PCA may bring the individual on board to  |
|                                | work under the ED contract.   |
| Return Account to PCA          | Request to return an account to a PCA   |

# 19.1.1eIMFs handled by the Default Resolution Group

| Paid in full (PIF) letter                      | This should only be requested if the account has a balance below \$25.                                  |
|--|---|
| Settled in full (SIF) letter (for compromises) | This letter should only be requested if the borrower has satisfied the terms of a compromise agreement. |
| Title IV reinstatement letter                  | See 13.3 – TITLE IV REINSTATEMENT for requirements  |

# 20.0 INVOICE PROCESSING

PCAs must bill FSA for services rendered as described in this chapter.

#### 20.1 Overview

Each month, FSA will produce reports reflecting each PCA's collections by type (consolidation, rehabilitation, and regular) as well as the administrative resolutions and litigations. By the 15th of each month, FSA will generate:

- Detail reports listing each transaction for which a commission or fee is to be paid
- A summary report showing data the PCA must use for preparing that month's invoice

FSA will email these reports to the PCAs.

If the summary data is acceptable, the PCA will create and sign a voucher, and submit the voucher electronically to the U.S. Department of Education's Chief Financial Officer – Budget Division. Any discrepancies will be reported to FSA and FSA will provide corrected summary data as appropriate.

#### 20.2 Voucher

The invoice voucher (OMB Form # 1034) is the PCA's signed statement billing FSA for services rendered. By signing this document the signer declares that the services for which FSA is being billed have been performed in compliance with the contract and with all applicable laws and regulations.

What follows is a facsimile of a voucher:

| Standard Fune, 125<br>Revised January II | *   | PUBLIC VOUCH   | ER FOR PURCHASE                          | SAND             | e e         |       | VOUCHER NO.            |  |
|--|---|--|--|------------------|-------------|-------|------------------------|--|
| Department of the 1<br>Tritled 4-2000    | Destay 1  |  | HER THAN PERSON                          | R THAN PERSONNEL |             |       | 0056SF                 |  |
| US DEPARTME                              | NT, BUREAU,   | OR ESTABLISHMENT AND LOCATION  | DATE VOLICHER PRES                       | PARED            |             | _     | SCHEDULE NO            |  |
| U.S. Depi                                | artment of  | Education  | 07/03/97                                 |                  |             |       |                        |  |
|  |   | ts Service, Chris Testamari  | CONTRACT NUMBER                          | AND DATE         |             |       | PAID BY                |  |
|  |   | 4, Room 3660, ROB-3  |  | PC97123456       |             |       |                        |  |
|  | & D Street  |  | REQUISITION NUMBER                       | R AND DA         | NT.         |       |                        |  |
| Washingt                                 | on, DC 2  | 0202-4731  |  |                  |             |       |                        |  |
|  |   |  |  |                  |             |       |                        |  |
| 7000000                                  |   |  |  |                  |             | - 1   |                        |  |
| PAYERS                                   |   | endly Collectors<br>3 Good Customer Service L                                |  |                  |             | -     | OFFE NAVOCE RECEIVED   |  |
| AND                                      |   | shington, DC 20202   | ane                                      |                  |             |       |                        |  |
| ADDRESS                                  | AAA   | isnington, DC 20202  |  |                  |             | h     | SHICOLAT TEAMS         |  |
| ADDRESS                                  | 6   |  |  | -8               |             |       |                        |  |
|  | -   | Contact  | John Doe                                 |                  |             | - 1   | PAYEE'S ACCOUNT NUMBER |  |
|  |   | Phone:   | 202-260-1750                             |                  |             |       |                        |  |
| SHEPEC FROM                              |   |  | TO                                       | WEIGHT           |             |       | GOVERNMENT BY, NUMBER  |  |
|  |   | - Addition   | Davis -                                  |                  |             |       |                        |  |
| AND DATE                                 | DATE OF<br>DELIVERY   | ARTICLES OR SE<br>States discription, see number of                          |  | QUAN             | UNIT        | PRICE | AYOUNT                 |  |
| OF CHOCK                                 | OR SERVICE  | schedule, and other informatio   | n deemed necessary)                      | TITY             | COST        | PER   |                        |  |
|  |   | Regular Collections  | \$10,000,000.00                          |                  | 25.0%       |       | \$2,500,000.00         |  |
| March, 19                                | 995   | Adjustment   | (\$10,000.00)                            |                  |             |       | (\$2,500.00            |  |
|  | 1   | Cons/Rehab Collections   | \$1,000,000.00                           |                  | 12.0%       | 1     | \$120,000.00           |  |
|  |   | Adjustment   | \$995,000.00                             |                  | *           | i     | \$119,400.00           |  |
|  |   | Incentive Bonus  | \$11,000,000.00                          |                  | 5.0%        |       | \$550,000.00           |  |
|  |   | Adjustment   |  |                  |             |       | (\$10,000.00           |  |
|  |   | Unapproved Compromises   |  |                  |             |       | (\$1,000.00            |  |
|  | 1   | Administrative Resolutions   | 100                                      |                  | \$40.00     |       | \$4,000.00             |  |
|  | 1   | Adjustment   | -1                                       |                  |             |       | (\$40.00               |  |
|  | 1   | Litigation Preparations  | 10                                       |                  | \$40.00     |       | \$400.00               |  |
|  |   | Adjustment   | 1  |                  |             |       | \$40.00                |  |
| Distriction of                           | T APPROVE   | r Voca   | (Payee must NOT use the<br>EXCHANGE RATE |                  |             | TOTAL | \$3,280,300.00         |  |
| PAYMENT                                  | APPROVE   |  |  | Oil              | FERENCES    |       |                        |  |
| PROVISIONAL                              | BY  | -5   | - \$1.00                                 | -                |             |       |                        |  |
| COMPLETE                                 | D.  |  |  | _                |             |       |                        |  |
| - PARTIEL                                | 1   |  |  | _                | at with one | 1000  |                        |  |
| PRODUCES                                 | 7753  |  |  |                  | or metalis  | -     | -                      |  |
| ADVANCE                                  | 1   |  |  |                  | 77-17-0     |       |                        |  |
|  | enter in one I year to  | that the countries is coment and proper for payment                          |  | _                |             |       |                        |  |
|  |   |  |  |                  |             |       |                        |  |
|  |   |  |  |                  |             |       |                        |  |
| (Dear)                                   | -   | (Submission) Continue (St  | let                                      |                  | 71117       |       | /Ne                    |  |
|  |   | ACC  | OUNTING CLASSIFICATION                   |                  |             |       |                        |  |
|  |   |  |  |                  |             |       |                        |  |
|  |   |  |  |                  |             |       |                        |  |
|  | ALCOHOL: NAME OF THE PARTY OF T    | CONTRACTOR WAS ARREST  | THE STREET VIOLENCE                      |                  |             |       |                        |  |
| CHECK NAIN                               | SER CN  | ACCOUNT OF U.S. TREASURY   | CHECK NUMBER                             | ON               | (Name of S  | and)  |                        |  |
| S. Contract                              | DAT   | •  | PAYEE                                    | _                |             |       |                        |  |
| 4  | JAI   | <b>5</b>   | -with                                    |                  |             |       |                        |  |
| \$                                       |   | each action of   |  |                  | PER         |       |                        |  |
|  | and authority to spen   | or contents<br>or an occasional or one person, nor reporter only is recovery | riseres in growing offers will again the |                  | 1000        |       |                        |  |
| When a tracket at the                    | the official table.   | company or corporation, the name of the parton writing life or               | -  | g at which to    | TITLE       |       |                        |  |
| ogen must appear. F                      | ergenet or the name of a<br>name of the party o | Contract for   |  |                  |             |       |                        |  |
| Process with an analysis                 |   | II S COUPPNMENT  | DOWNSTAND DESIGNATION                    | 1.9              | 2.4         |       |                        |  |

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#### 20.3 Invoice Detail Reports

Each month, FSA will email the following detail reports to the PCAs:

- Admins: a listing of accounts for which the PCA earned an administrative or litigation preparation fee
- Consols: every consolidation payment that posted to an account held by the PCA
- Payments: every payment that posted to an account held by the PCA
- Refunds: every refund of a payment for which the PCA was previously paid a fee
- · Rehabs: every rehabilitation transaction that posted to an account held by the PCA
- Reversals: every reversal (e.g., bounced check or payment reversal on a debit/prepaid card)
   of a payment for which the PCA was previously paid a fee

These files are in fixed-width text format. What follows are file layouts for each file:

# Admins

| Field Name                      | Start | Width |  |
|---------------------------------|-------|-------|--|
| Agency's 2009 PCA Contract Code | 1     | 4     |  |
| Contract Code for Account       | 5     | 4     |  |
| Borrower Number                 | 9     | 11    |  |
| Admin Type                      | 20    | 4     |  |
| Add or Remove                   | 24    | 1     | A=Add; R=Remove (for negative adjustments on the invoice |

Consolidations

| Field Name                       | Start | Width |  |
|----------------------------------|-------|-------|--|
| PCA                              | 1     | 4     |  |
| Borrower Number                  | 5     | 11    |  |
| Transaction ID of Consol Payment | 16    | 11    |  |
| Effective Date of Consol Payment | 27    | 11    |  |
| Posting Date of Consol Payment   | 38    | 11    |  |
| Amount of Consol Payment         | 49    | 11    |  |
| Consolidation Type               | 60    | 2     | R=Regular, F=Forced ICRP                             |
| Fee                              | 62    | 2     | See FeeTypes   |
| Certified by agency              | 64    | 2     | Y=certified by PCA                                   |
| Letter sent                      | 66    | 2     | Y=consolidation letter was sent                      |
| Qualifying payments made         | 68    | 2     | Y=voluntary payments made for commission eligibility |
| No Defaulted Consols             | 70    | 2     | Y=no defaulted consolidation loans were consolidated |
| No Judgements                    | 72    | 2     | Y=no judgement loans were consolidated               |
| Reversed                         | 74    | 2     | Y=transaction was reversed                           |

#### Consolidation Fee Types

X = no fee

C = Consolidation commission

A = admin fee (forced ICR)

B = BSR (commission)

R = Admin BSR

N = PCA requested no fee

Z = Paid as a rehab in the reconciliation

#### **Payments**

Debt Type

| Field Name                | Start | Width |     |
|---------------------------|-------|-------|-----|
| Borrower Number           | 1     | 10    |     |
| Transaction ID            | 12    | 10    |     |
| Effective Date            | 23    | 10    |     |
| Posting Date              | 34    | 10    |     |
| Payment Type              | 45    | 1     | Se  |
| PCA                       | 47    | 3     |     |
| Trace Number              | 51    | 8     |     |
| Reversal Indicator        | 60    | 1     | "Y" |
| Debt Level Transaction ID | 62    | 10    |     |
| Debt-Level Payment Amount | 73    | 10    |     |
|                           |       |       |     |

See Payment Types

"Y" means there is a corresponding reversal transaction

D=Direct, N=Non-Direct

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# **Payment Types**

A=AWG

B=BSR (commission-eligible)

C=Commission-eligible consolidation

R=Rehab

V=Voluntary

0=Fee-ineligible consolidation (neither commission nor admin fee)

1=Forced ICR consolidation (admin fee)

2=Admin fee BSR

# Refunds

Refunds

| Field Name                          | Start | Width |
|-------------------------------------|-------|-------|
| Borrower Number                     | 1     | 10    |
| Effective Date of Payment Refunded  | 12    | 10    |
| Posting Date of Refund              | 23    | 10    |
| Payment Type                        | 34    | 1     |
| PCA                                 | 36    | 3     |
| Trace Number                        | 40    | 8     |
| Debt Level Transaction ID of Refund | 49    | 10    |
| Debt-Level Refund Amount            | 60    | 10    |
| Debt Type                           | 71    | 1     |
| Transaction ID of Payment Refunded  | 73    | 10    |

See Payment Types

D=Direct, N=Non-Direct

# Rehabs

Regular Rehabs

| Field Name         | Start | Width |
|--------------------|-------|-------|
| Agency Code        | 1     | 4     |
| Borrower Number    | 5     | 11    |
| Transaction ID     | 16    | 11    |
| Effective Date     | 27    | 11    |
| Transaction Amount | 38    | 11    |
| Posting Date       | 49    | 11    |
| Debt Number        | 60    | 10    |
| LoanType           | 70    | 1     |
| Fee Type           | 72    | 1     |

D=Direct, F=FFEL, N=NDSL/Perkins C=Commission, A=Admin, F=Fixed-Fee, P=Fixed Fee Paid in Prior Month

# Reversals

| Field Name                            | Start | Width |
|---------------------------------------|-------|-------|
| Borrower Number                       | 1     | 10    |
| Transaction ID of Reversal            | 12    | 10    |
| Effective Date of Reversal            | 23    | 10    |
| Posting Date of Reversal              | 34    | 10    |
| Payment Type                          | 45    | 1     |
| PCA                                   | 47    | 3     |
| Trace Number                          | 51    | 8     |
| Debt-Level Transaction ID of Reversal | 60    | 10    |
| Debt-level Reversal Amount            | 71    | 10    |
| Debt Type                             | 82    | 1     |
| Transaction ID of Payment Reversed    | 84    | 10    |
| Credit Card Chargeback Indicator      | 95    | 1     |

See Payment Types

D=Direct, N=Non-Direct

Y=reversal is a credit card chargeback

#### 20.4 Invoice Data Summary Report

#### 20.4.1 Format of the Invoice Data Summary Report

The Invoice Data Summary Report is in an Excel format. What follows is an example of an individual PCA's summary report:

|             |             |                            |            |           | INVO                   | ICE TOTAL | 4,235,304.65 |
|-------------|-------------|----------------------------|------------|-----------|------------------------|-----------|--------------|
| Master Code | Agency Code | Line Item                  | Program    | TranType  | Collections / Accounts | Fee Rate  | Total Fee    |
| 578         | 427         | Regular Collections        | Direct     | Payments  | 5,382.82               | 0.16      | 861.25       |
| 578         | 427         | Regular Collections        | Non-Direct | Payments  | 3,055.54               | 0.175     | 534.72       |
| 578         | 567         | Regular Collections        | Direct     | Payments  | 96,506.23              | 0.16      | 15,441.00    |
| 578         | 567         | Regular Collections        | Direct     | Reversals | (50.00)                | 0.16      | (8.00)       |
| 578         | 567         | Regular Collections        | Direct     | Refunds   | (1,343.46)             | 0.16      | (214.95)     |
| 578         | 567         | Regular Collections        | Direct     | Refunds   | (287.98)               | 0.18      | (51.84)      |
| 578         | 567         | Regular Collections        | Non-Direct | Payments  | 35,927.50              | 0.175     | 6,287.31     |
| 578         | 567         | Rehabilitations            | Direct     | Rehabs    | 59,156.15              | 0.1175    | 6,950.85     |
| 578         | 578         | Regular Collections        | Direct     | Payments  | 2,447,544.90           | 0.16      | 391,607.18   |
| 578         | 578         | Regular Collections        | Direct     | Reversals | (14,912.84)            | 0.16      | (2,386.05)   |
| 578         | 578         | Regular Collections        | Direct     | Refunds   | (24,411.81)            | 0.16      | (3,905.89)   |
| 578         | 578         | Regular Collections        | Direct     | Refunds   | (220.25)               | 0.18      | (39.65)      |
| 578         | 578         | Regular Collections        | Non-Direct | Payments  | 1,114,356.04           | 0.175     | 195,012.31   |
| 578         | 578         | Regular Collections        | Non-Direct | Reversals | (44,687.18)            | 0.175     | (7,820.26)   |
| 578         | 578         | Regular Collections        | Non-Direct | Refunds   | (9,818.56)             | 0.175     | (1,718.25)   |
| 578         | 578         | Regular Collections        | Non-Direct | Refunds   | (247.56)               | 0.2       | (49.51)      |
| 578         | 578         | Rehabilitations            | Direct     | Rehabs    | 22,490,095.20          | 0.1175    | 2,642,586.19 |
| 578         | 578         | Rehabilitations            | Direct     | Reversals | (8,273.96)             | 0.1175    | (972.19)     |
| 578         | 578         | Rehabilitations            | Non-Direct | Rehabs    | 6,686,342.84           | 0.1325    | 885,940.43   |
| 578         | 578         | Administrative Resolutions |            | AdminRes  | 715.00                 | 150       | 107,250.00   |

Note that all activity for a given company is displayed on this tab; but contract-level totals are identifiable by the "agency code."

#### 20.4.2 Actions When the Summary Report is Received

The Invoice Data Summary Report will be submitted electronically to the PCA for review after the end of the month, upon receipt the PCA must:

Carefully review the summary and detail reports to ensure that all values are correct. Report any discrepancies to FSA—do not submit an invoice that differs from the Invoice Data Summary Report. Sign and date the voucher.

#### 20.5 Invoice Submission

#### 20.5.1 Sending invoices

Once the PCA has reviewed the invoice information and supporting documents, the PCA must submit the invoice via e-mail in order to be paid for products and/or services rendered under this contract. The PCA must only e-mail the primary invoice, NOT the supporting detail, and a copy of the MS Excel invoice template which contains the breakdown of the invoice information.

If the PCA does not agree with any part of the Invoice Data Summary Report, the PCA must immediately notify FSA. If changes are needed, FSA will send the contractor a corrected invoice.

The PCA must not invoice for a different amount than is stated on the Invoice Data Summary Report. If the invoice amount is different, the invoice will be rejected.

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Federal Student Aid's "designated billing office" is:

US Department of Education
Union Center Plaza
Federal Student Aid Administration
830 First Street, N.E. Suite 54B1
Washington, D.C. 20202-0001
E-mail: InvoiceAdmin@ed.gov

The PCA must e-mail the invoice to InvoiceAdmin@ed.gov, with "cc" copies to the FSA Contract Specialist, the Contracting Officer (CO) and the Contracting Office's Representative (COR) (s).

The Prompt Payment Act requires that FSA reimburse its vendors within 30 days of the receipt of a valid voucher.

### 20.5.2 Proper Invoices

The PCA is responsible for ensuring that the invoice meets the requirements for a proper invoice.

At a minimum the following items must be addressed in order for the invoice to be considered proper for payment:

- (1) Name and address of the PCA.
- (2) Invoice or voucher number. The Invoice or voucher number must be in the format AG###-YEAR-MO, where:
  - i. "AG###" is the agency number (e.g., AG555) that FSA has assigned to the PCA for this contract.
  - "YEAR" is the four-digit year (e.g., "2010" for the invoice covering services provided in September 2010)
  - iii. "MO" is the one or two-digit code for the month covered by the invoice (e.g., "9" for the invoice covering services provided in September).
- (3) Date Voucher prepared or submitted
- (4) The contract (Task Order) number must be included on the invoice and be correct.
- (5) Name, title, and phone number of persons to be notified in event of defective invoice.
- (6) The period of time covered by the invoice, month and year.
- (7) The total amount of the invoice.

#### 20.6 Commission on Compromises

Unapproved compromises are compromises where the PCA failed to properly document the compromise terms in DMCS, or send the appropriate compromise agreement letter. In these cases, the PCA will not receive a commission on the compromise payments and will be required to netback to FSA any amount of the compromise over and above the standard amount established by FSA.

Nonstandard Compromises - The PCA may, without prior approval from FSA, offer a borrower a compromise that goes beyond the current compromise standards set by the FSA. If the borrower accepts the nonstandard compromise offer, the PCA is responsible for the netback difference between

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the nonstandard compromise and the applicable compromise standard set by FSA. The PCA must properly notify FSA when providing a nonstandard compromise. FSA shall reduce the PCA's commissions on any nonstandard compromise made by the PCA. In instances where the PCA offered a nonstandard compromise amount, the commission adjustment shall be based on the netback dollars to FSA.

#### 20.7 Avoiding Adjustments

FSA realizes that downward adjustments can be problematic for its PCAs: the PCA has already paid a commission to its collector, but the adjustment is not made for several months—perhaps after that collector is no longer on the payroll.

Most adjustments result from refunds, and most refunds occur on rehabilitated accounts. The PCA can mitigate the effect in this instance by promptly stopping any preauthorized debts as soon as the loan is rehabilitated and/or by notifying the borrower to send future payments to his/her new federal loan servicer.

Finally, the PCA must conduct careful quality control of its own activities. FSA will reverse commissions or fees as appropriate in instances where the PCA is not in compliance with the contract or applicable laws and regulations. The PCA must notify FSA if they receive commissions or fees when not due.

### 20.8 Requesting Adjustments

Attentive PCAs will occasionally detect posting problems or other instances in which they feel entitled to a commission that was not paid. Such situations should be promptly reported to FSA. Procedures for requesting adjustments are forthcoming.

#### 21.0 SECURITY INCIDENT REPORTING

#### 21.1 Incident Reporting Procedures For Perceived Threats

A threat is defined as someone threatening harm to himself/herself or someone else, a federal official or a federal facility or someone threatening the caller. Upon receipt of a threat at an FSA owned or leased facility or a contractor site, the head of that facility or his/her designee should implement the following:

The call taker should attempt to gather as much information as possible from the caller. (Who, What, Where, Why and When)

The supervisor or designated representative should determine if the call is a threat versus a nuisance. A threat requires the immediate action listed below:

- The PCA, following its own escalation procedures, must notify 911 or its local police department
  emergency phone number to report the threat. Note the time you made the call along with the
  call taker's operator number. If a police officer responds also note the time and ask them for
  their badge number.
- If the facility that received the call is owned or leased by the federal government, contact
  Federal Protective Services (FPS) at the nationwide number 1-877-437-7411. Note the time you
  made the call along with the call taker's operator number. If a police officer responds also note
  the time and ask them for their badge number.

Once law enforcement has been contacted, immediately contact the Office of Management Security Services (OM/SS) 24-hour Security Control Center at (202) 401-9038. PLEASE fill out the Department of Education's Threat/Incident form (see Appendix A) and e-mail it to the designated contacts at FSA (see 22.0 – CONTACTS).

OM/SS will follow up with local law enforcement as necessary.

Note: Please ensure all calls to law enforcement are placed through your local 911 systems, local emergency phone number and FPS nationwide number, as they are the only calls that are recorded daily and will provide a record for our follow-up.

### 21.2 Incident Reporting Procedures For Nuisance Calls

A nuisance caller is not initially reported to the local police. E-mail the designated contacts at FSA (see 22.0 – CONTACTS) to pass along the information you have gathered and send them the Threat/Incident Report form (see Appendix A) with all the information that you may have gathered about the nuisance caller. One of the Special Agents will contact you to discuss the situation.

# 21.0 - Appendix A - Security Incident Report

# U.S. Department of Education Office Of Management/Security Services Threat/Incident Report TOS

| Rec  | eiver's Information:   |          |                            |                     |               |  |  |  |
|------|--|----------|----------------------------|---------------------|---------------|--|--|--|
| 1    | Name: (Person Receiving the call)                                  |          |                            | e and Time: (Call v | vas received) |  |  |  |
| 3    | Location: (Address where call was received)                        |          |                            |                     |               |  |  |  |
| 4    | Phone Number: (That call was received on)                          | one Num  | <b>nber:</b> (To reach the | call taker)         |               |  |  |  |
| Born | rower's Information:   |          |                            |                     |               |  |  |  |
| 6    | Name: (Borrower's)   | 7        | Phone N                    | lumber: (On Recor   | d)            |  |  |  |
| 8    | 8 Address: (On Record)   |          |                            |                     |               |  |  |  |
| Call | er's Information: (If different than the Borrower's)               |          |                            |                     |               |  |  |  |
| 9    |  |          |                            |                     |               |  |  |  |
| 11   | Narrative: (Type exact wording) [use Continuation page if necessa  | ry]      |                            |                     |               |  |  |  |
|      |  |          |                            |                     |               |  |  |  |
| 12   | Local Police Contacted? (Check one)                                |          |                            | No                  |               |  |  |  |
| 13   | Notifications: (Everyone contacted in regards to this Threat inclu | uding Lo | cal Police)                |                     |               |  |  |  |
| Nan  | ne:  |          |                            | Phone Number:       |               |  |  |  |

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# U.S. Department of Education Office Of Management/Security Services Threat/Incident Report TOS

| Continuation Page: | (State block number you wish to continue) |
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# 22.0 CONTACTS

#### 22.1 FSA Contacts

For assistance from FSA, PCA staff may contact the FSA Contracting Officer (CO) and Contract Office Representative (COR).

For specific account and process issues, the PCA may contact the designated FSA contacts listed below.

PCAs must designate limited number of staff, (key personnel, managers) to communicate with Department of Education staff.

| FSA (  | CONTACTS for PCAs   |
|--|---|
| DMCS Technical Assistance  |   |
| Operational questions or Issues with the Debt Management Collection System (DMCS).   | 1-888-291-2160 or DMCSHelpdesk@dmcs.ed.gov  |
| Outages  |   |
| Reporting PCA Outages – Any period of time<br>the PCA will not be able to assist customers<br>during the PCA's normal hours of business (i.e.<br>phone, system, power outages, weather<br>conditions, etc) | Email the below Maximus employees and copy the Contact the Contracting Officer (CO) and the Contracting Office's Representative (COR) (s):  DMCSTraining@maximus.com RyanPCole@maximus.com AdanFarias@maximus.com RachelEychner@maximus.com |
| Standard Processes   |   |
| Rehabilitation - Mass Rehab Payment<br>Calculator  | Submit via e-mail to Rosie Estrada (rosie.estrada@ed.gov). Must be received by close of business on the Friday preceding the bi-weekly exception sweep.   |
| Litigation - Claims Litigation Report  | For the Referring Agency Contact, please enter: Philippe Guillon (415) 486-5545 Philippe.Guillon@ed.gov   |
| Signed "Acknowledgment of Certification<br>Responsibilities" affidavits for consolidations   | Submit to Lawannah Howell (lawannah.howell@ed.gov)  |
| Staffing updates   | *   |
| LVC - officials authorized to sign an LVC  | Submit to FSA Contract Officer (CO)   |
| System access  |   |
| Imaging systems: Nelnet Imaging System Navient Imaging System PHEAA Imaging System Great Lakes Imaging System Great Lakes Image Repository COD Direct Loan Images (directloanimages.ed.gov)                | Contact FSA's Contracting Office's Representative (COR).  |
| Pay.gov/TCS function for access or to set up   | E-mail security officer and copy Karen Buckler  |
| batch processing for debit cards and/or checks   | (karen.buckler@ed.gov).   |
| Pay.gov issues with refunds/voids  | Technical Support (800) 624-1373  |
| Problems with Processing   | I come and a second   |
| Fast-Track submissions – chronic delays  | FSA consolidation liaison   |
| Locating Promissory Notes - If the PCA concludes that the promissory note is not   | Request via e-mail at PCAProm@xerox.com. Include the debt number for the loan in question in your e-  |

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| imaged in DMCS, the PCA may contact                    | mail. Documents will be either e-mailed or sent  |  |
|--|--|--|
| Greenville to request a copy of the                    | overnight to the requestor.  |  |
| document.  | A STATE OF THE STA |  |
| eIMFs not completed timely                             | E-mail: FSAAtlantaContracts@ed.gov   |  |
| "Web Complaint" information that does not show in DMCS | E-mail: FSAAtlantaContracts@ed.gov   |  |
| Requesting updates on FSAs delayed                     | E-mail: FSAAtlantaContracts@ed.gov   |  |
| response to a complaint                                |  |  |
| Extensions for late compromise payments                | Contact Contracting Office's Representative (COR).   |  |
| SCRA account that failed to recall                     | E-mail Eric Van Buren (eric.vanburen@ed.gov)   |  |
| Questions about  |  |  |
| Default Resolution Group responses to                  | Contact the Contracting Officer (CO) and the   |  |
| written correspondence                                 | Contracting Office's Representative (COR) (s).   |  |
| TOP Hearings   | Contact a TOP Hearing Official at the Chicago Regional   |  |
|  | Office at (312) 730-1477.  |  |
| TOP Hardship Claims                                    | Contact DRG at 800-621-3115  |  |
| SCRA accounts with specific issues                     | Contact the Contracting Officer (CO) and the   |  |
|  | Contracting Office's Representative (COR) (s).   |  |
| Employers AWG order questions                          | (404) 974-9490 option 4  |  |
| Invoices   |  |  |
| Invoices   | E-mail to InvoiceAdmin@ed.gov, with "cc" copies to   |  |
|  | the FSA Contract Specialist, the Contracting Officer   |  |
|  | (CO) and the Contracting Office's Representative   |  |
|  | (COR).   |  |
| Monthly Reports  |  |  |
| Monthly Reports required by the PCA (e.g.              | Contact the Contracting Officer (CO) and the Contracting   |  |
| Correspondence, Misdirected Payment) unless            | Office's Representative (COR) (s) email box at   |  |
| otherwise directed                                     | edpcaadmins@ed.gov.  |  |

# 22.2 Sensitive Inquiries

| Call from the media                                       | An email should be sent to the Contracting Officer (CO) and the Contracting Office's Representative (COR).                                  |
|---|---|
| Calls regarding Congressional Inquiries                   | An email should be sent to the Contracting Officer (CO)   |
| Calls from U.S. Attorneys or the<br>Department of Justice | Refer caller to the U.S. Department of Education's Office of General Counsel in the Division of Postsecondary Education, at (202) 401-8302. |

# 22.3 Payment Addresses

| Voluntary Payments from borrowers:      | National Payment Center                        |
|---|--|
|   | U.S. Department of Education                   |
|   | P.O. Box 790336                                |
|   | St. Louis, MO 63179-0336                       |
| Payments sent by borrowers by overnight | U.S. Bank Government Lockbox                   |
| services:                               | Attn: Department of Education National Payment |
|   | Center #790336                                 |
|   | 1005 Convention Plaza                          |
|   | St. Louis, MO 63101                            |
| Wage garnishment payment from           | National Payment Center                        |
| employers:                              | U.S. Department of Education AWG               |
|   | P.O. Box 790356                                |
|   | St. Louis, MO 63179-0356                       |

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| Wage garnishment payment from    | U.S. Bank Government Lockbox              |
|----------------------------------|---|
| employers by overnight services: | Attn: Department of Education AWG #790356 |
|                                  | 1005 Convention Plaza                     |
|                                  | St. Louis, MO 63101                       |

# 22.4 Federal Consolidator Contacts

| Federal<br>Consolidator<br>Name                   | Federal Consolidator<br>Address  | Federal Consolidator Point of Contacts   |
|---|--|--|
| Nelnet  | Direct Loan Consolidation<br>121 S. 13 <sup>th</sup> Street, Suite 201<br>Lincoln, NE 68358      | Mark Priester, Mark.Priester@nelnet.net<br>402-323-4980  |
| Great Lakes<br>Educational Loan<br>Services, Inc. | DL Consolidation<br>Attn: Amber Haupt<br>2401 International Lane<br>Madison, WI 53704            | Amber Haupt , AHaupt@glhec.org<br>608-246-1544<br>General Info, GLFastTrack@glhec.org<br>866-348-0714  |
| FedLoan<br>Servicing (PHEAA)                      | FedLoan Consolidation<br>Department<br>1200 North 7 <sup>th</sup> Street<br>Harrisburg, PA 17102 | Brandy Brannen, bbrannen@aessuccess.org 717-720-1751 Melissa Johnson, mjohnso1@pheaa.org 717-720-3295 Emily Parkovic, eparkovi@aessuccess.org 717-720-1929 Krystal Thompson,kthomps1@aessuccess.org 717-720-1890 Troy Wertz, twertz@aessuccess.org (cc only) |
| Navient<br>(formerly Sallie<br>Mae)               | ED Loan Consolidation<br>11100 USA Parkway<br>Fishers, IN 46037                                  | Julie Nevitt, <u>Julie.Nevitt@navient.com</u> 800-428-9250 x87391 Brandi Pace, <u>Brandi.Pace@navient.com</u> 800-428-9250 x84645  |

# 22.5 Security Incident Reporting Contacts

| INCIDENT         | REPORTING CONTACTS (See 21.0 – SECURITY INCIDENT REPORTING)  |
|------------------|--|
| Perceived Threat | <ol> <li>Contact 911, local police, and/or Federal Protective Services.</li> <li>Contact the Office of Management Security Services (OM/SS) 24-hour Security Control Center at (202) 401-9038.</li> <li>Fill out the Department of Education's Threat/Incident form and e-mail it to Special Agents Shepherd, Strambler, and Williamson at the following e-mail addresses: jerry.shepherd@ed.gov , christopher.strambler@ed.gov, and kevin.williamson@ed.gov.</li> </ol> |
| Nuisance Call    | A nuisance caller is not initially reported to the local police.  E-mail the Office of Management Security Services (OM/SS) Special Agents at jerry.shepherd@ed.gov, christopher.strambler@ed.gov, and kevin.williamson@ed.gov to pass along the information you have gathered and send them the Threat/Incident Report form with all the information that you may have gathered about the nuisance caller.  |

# 22.6 DMCS LETTER LIST

| DMCS<br>Letter<br>Code | Legacy<br>Letter<br>Code | Short Title   |
|------------------------|--------------------------|---|
| AS01                   | Z01                      | TRANSFER OF NDSL FROM SCHOOL TO ED                                |
| AS02                   | W01                      | ACCOUNT ASSIGNED TO ECMC-NOTIFY TRUSTEE                           |
| AS03                   | A16                      | CLOSED SCHOOL NOTICE TO PAY 30-DAYS                               |
| BK01                   | A57                      | NOTICE BK NON-DISCHARGEABLE STUDENT LOAN                          |
| BK02                   | U33                      | LESS THAN 7 YRS BANKRUPTCY DENIAL                                 |
| BK03                   | U48                      | STUDENT LOANS CANNOT BE DISCHARGED FOR BANKRUPTCY                 |
| BK04                   | U49                      | BANKRUPTCY DISCHARGE APPROVED                                     |
| BL01                   | B00                      | MONTHLY BILL  |
| BL02                   | A06                      | NOTICE TO PAY DEFAULTED DEBT IN FULL                              |
| BL03                   | A58                      | BALANCE STILL OWED AFTER TOP OFFSET                               |
| BL04                   | A59                      | STATEMENT OF AMOUNT OWED  |
| CB01                   | W38                      | HOW TO DISPUTE A CREDIT ENTRY                                     |
| CK01                   | X11                      | BOUNCED CHECK LETTER  |
| CK02                   | X12                      | SECOND BOUNCE LETTER  |
| CP01                   | M95                      | STATES COMPROMISE AGREEMENT TERMS                                 |
| CP02                   | N02                      | REPAYMENT AGREEMENT / CONFIRMATION                                |
| CP03                   | N06                      | SPANISH VERSION OF CP02 (REPAYMENT AGREEMENT CONFIRMATION) LETTER |
| DE01                   | U10                      | REQUEST FOR VERIFICATION OF DEATH                                 |
| DE02                   | U24                      | DEATH VERIFIED-FILES CLOSED                                       |
| DG01                   | U51                      | DISABILITY CANCELLATION NOTICE                                    |
| DG02                   | U85                      | NOTIFICATION OF POSSIBLE CLOSED SCHL DISCH                        |
| DG03                   | U86                      | NOTIFICATION OF POSSIBLE FALSE CERTIFICA                          |
| DG04                   | V01                      | DISABILITY - NOTICE OF ACCOUNT TRANSFER                           |
| DG05                   | V03                      | DISABILITY - PROCESS INFO, NO DECISION                            |
| DG06                   | V04                      | DISABILITY - DETERMINATION MADE                                   |
| DG07                   | V51                      | DISABILITY DENIAL LETTER  |
| DG17                   | M01                      | DISABILITY DENIAL   |
| DG20                   | X47                      | NOTICE OF INELIGIBILITY FOR VETERANS DISABILITY DISCHARGE         |
| DG56                   | V66                      | NOTICE OF DISCHARGE DUE TO TPD OF A VETERAN – NOT IN USE          |
| DP01                   | V90                      | INTRODUCTORY LETTER – PREAUTHORIZED DEBIT PROGRAM                 |
| DP02                   | V91                      | ACCEPTANCE LETTER – PREAUTHORIZED DEBIT PROGRAM                   |
| DP03                   | V93                      | CHANGE OF AMOUNT AND DATE – PREAUTHORIZED DEBIT PROGRAM           |
| DP04                   | V94                      | CHANGE OF BANK INFORMATION – PREAUTHORIZED DEBIT PROGRAM          |
| DP05                   | V95                      | VOLUNTARY REMOVAL LETTER – PREAUTHORIZED DEBIT PROGRAM            |
| DP06                   | V96                      | INSUFFICIENT FUNDS LETTER – PREAUTHORIZED DEBIT PROGRAM           |
| DP07                   | V97                      | PAID-IN-FULL/REMOVAL LETTER – PREAUTHORIZED DEBIT PROGRAM         |
| DP08                   | V98                      | INVOLUNTARY REMOVAL – PREAUTHORIZED DEBIT PROGRAM                 |
| DS01                   | U26                      | SETTLED IN FULL NOTICE  |
| DS02                   | V60                      | CONGRATULATIONS - PAID IN FULL DUE TO CONSOLIDATION               |
| DS03                   | U91                      | AUTOMATIC PAID BY CONSOLIDATION                                   |
| DS04                   | U29                      | PAID IN FULL THROUGH LOAN CONSOLIDATION                           |
| DS05                   | U25                      | PAID IN FULL NOTICE   |
| DS06                   | W00                      | SIF PENDING CLEARANCE OF PAY INSTR.                               |
| DT01                   | U58                      | DISPUTE FORM  |

| ER01 | U00 | LETTER FOR SCHOOLS ABOUT NSLDS PROBLEMS                                      |
|------|-----|--|
| FS01 | T14 | NOTICE TO RESUME/RESTART SUSPENDED FSO                                       |
| FS02 | T33 | FINANCIAL FORM TO ESTABLISH PAY PLAN   |
| FS06 | N/A | SIX MONTH RENEWAL FINANCIAL STATEMENT COVER LETTER                           |
| FS07 | N/A | NEW REPAYMENT AGREEMENT SENT AFTER SIX-MONTH FS REVIEW                       |
| IC01 | U52 | REQUEST INCARCERATION INFO   |
| IC02 | U53 | INCARCERATION INFORMATION REQUEST  |
| LC01 | W16 | NOTICE OF LOAN CONSOLIDATION PROGRAM   |
| OF01 | N18 | TOP 65-DAY NOTICE (ATL, CHI, SF)   |
| OF02 | N19 | TOP 65-DAY NOTICE (NYC)  |
| OF03 | S18 | TOP 65-DAY NOTICE (ATL, CHI, SF)   |
| OF04 | S19 | TOP 65-DAY NOTICE (NYC)  |
| OF06 | A55 | NOTIFICATION OF FEDERAL REVERSAL   |
| OF30 | U19 | NOTICE TO REMOVE FROM TOP OFFSET PROCESS                                     |
| OP01 | N03 | WELCOME LETTER - INITIAL CONTACT TO PAY DEBT                                 |
| OP02 | W18 | Correspondence to Borrower [How to Resolve Default]                          |
| PC01 | A95 | ACCT RECALL FR CA-SERIOUSLY DELINQUENT                                       |
| 7. 3 | 2.0 |  |
| PI01 | W41 | GRAMM-LEACH-BLILEY PRIVACY ACT   |
| PO01 | N22 | WELCOME LETTER - INITIAL CONTACT TO PAY DEBT (GRANT OVERPAYMENT)             |
| PY01 | A60 | CONFIRMATION OF MONTHLY PYMTS RECEIVED                                       |
| PY03 | X15 | ELECTRONIC PAYMENT THROUGH PCA FAILED  |
| PY06 |     | PAYMENT CENTER NOTICE TO SEND FUTURE PAYMENTS TO                             |
| RF01 | U56 | NOTIFIES BORROWER OF A CREDIT BALANCE  |
| RF02 | U59 | NOTICE OF POSSIBLE REFUND  |
| RF03 | U96 | NOTIFICATION - NO REFUND DUE   |
| RF04 | V48 | REFUND CHECK TRACE REQUEST   |
| RF05 | V50 | REFUND NOTICE TO PLACE OF EMPLOYMENT   |
| RF06 | U90 | REFUND TICKLER-WHEN CREDITS NOT POSTED                                       |
| RG01 | A77 | REHABILITATION REPAYMENT AGREEMENT - DIRECT                                  |
| RG02 | A90 | FAILURE TO HONOR REPAYMENT AGREEMENT   |
| RH01 | V09 | NONE PYMT FROM COMPLETING REHAB PROGRAM - NOT IN USE                         |
| RH02 | V52 | CONFIRMATION OF PERKINS LOAN REHAB - NOT IN USE                              |
| RH03 | V54 | SUCCESSFULLY REHABILITATED LOAN - CFS - NOT IN USE                           |
| RH04 | V55 | SUCCESSFULLY REHABILITATED LOAN - CSLF - NOT IN USE                          |
| RH05 | W06 | LOAN ACCEPTED FOR REHAB BY SALLIE MAE - NOT IN USE                           |
| RH06 | W09 | DESCRIBE REHAB REQUIREMENTS - NOT IN USE                                     |
| RH07 | W36 | NOTIFY OF REHABILITATED DIRECT LOAN - NOT IN USE                             |
| RH08 | W51 | SUCCESSFULLY REHABILITATED LOAN - SUNTRUST - NOT IN USE                      |
| RH09 | W91 | # OF PAYMENTS FOR REHABILITATION REDUCED FROM 12 TO NINE – NOT IN USE        |
| RH10 | X10 | REHABILITATION REPAYMENT AGREEMENT - FFEL - NOT IN USE                       |
| RH11 | X45 | CONGRATULATIONS - YOU HAVE SUCCESSFULLY REHABILITATED YOUR LOAN - NOT IN USE |
| RH12 | X27 | PERKINS REHABILITATION AGREEMENT - NOT IN USE                                |
| RH24 |     | REHAB AGREEMENT LETTER   |
| RI01 | A61 | RULES FOR REINSTATEMENT  |
| RI02 | U23 | TITLE IV AID ELIGIBLE 6 CONS PAYMENTS  |
| RS01 | A65 | TPD REPAYMENT LETTER   |
| TF01 | W37 | RETURN A DIRECT LOAN ASSIGNED IN ERROR                                       |

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| TX01 | U83 | 1098-E STUDENT LOAN INTEREST STMT  |
|------|-----|--|
| TX02 | U18 | 1099C REPORTING IRS  |
| VE01 | U06 | NEW ADDRESS FROM POSTMASTER  |
| WG01 | V08 | NOTICE OF EXPIRATION OF SUSPENDED AWG  |
| WG02 | V29 | AWG-PAID W/O SIGNED AGREEMNT   |
| WG03 | V30 | NO FIN DATA-RFH-ED WILL PROVIDE HEARING                                      |
| WG04 | V31 | NO FIN DATA-NO RFH-ED WILL AWG   |
| WG05 | V33 | VPY REFUSED, NO RFH-ED WILL AWG  |
| WG06 | V34 | VPY SIGNED BUT NO MONEY-ED WILL AWG  |
| WG07 | V35 | VPY BUT NO MONEY-EXTENSION   |
| WG08 | V36 | MONEY, NO VPY, NO RFH-ED WILL AWG  |
| WG09 | V39 | MONEY BUT NO VPY, EXTENSION  |
| WG10 | V40 | NO VPY-NO MONEY-NO RFH-ED WILL AWG   |
| WG11 | V59 | FOLLOW-UP TO BORROWER UNDELIVERABLE REQUEST FOR HEARING                      |
| WG12 | X19 | BORROWER INDICATES HE/SHE WILL NOT HONOR THEIR AGREED TO REPAYMENT AGREEMENT |
| WG13 | Y13 | AWG LETTER/ORDER TO EMPLOYER - WITHHOLD SPECIFIC AMOUNT                      |
| WG14 | T03 | AWG FINANCIAL STATEMENT FORM & COVER   |
| WG15 | Y11 | AWG LETTER/ORDER TO EMPLOYER - WITHHOLD 15%                                  |
| WG16 | Z31 | SECOND ORDER FOR WITHHOLDING @ 15%   |
| WG17 | T07 | NOTICE TO RESUME/RESTART SUSPENDED AWG                                       |
| WG18 | T09 | NOTICE OF EXPIRATION OF REDUCED AWG PAYMENT                                  |
| WG19 | T12 | NOTICE TO BORROWER PLAN TO WITHHOLD AWG AT 15%                               |
| WG20 | U05 | EMPLOYMENT VERIFICATION LETTER   |
| WG21 | V28 | AWG-BALANCE UPDATE TO EMPLOYER   |
| WG22 | X89 | NOTICE OF LATE PAYMENT OF EMPLOYEE WAGES                                     |
| WG23 | X18 | APPROVED FINANCIAL HARDSHIP CLAIM-SUSPEND AWG                                |
| WG24 | V13 | NOTICE TO CANCEL REQUEST FOR AWG HEARING                                     |
| WG25 | V44 | NO MONEY OR NO VPY OR BOTH-ED WILL AWG                                       |
| WG26 | V43 | POST HRG MONEY BUT NO VPY-EXTENSION  |
| WG27 | V41 | POST HRG VPY REFUSED-ED WILL AWG   |
| WG28 | V26 | REQUEST FOR RECONS-DENIED PREV REVIEW  |
| WG29 | V25 | REQUEST FOR RECONS-DENIED NO DOCS SENT                                       |
| WG30 | W32 | NOTICE TO CANCEL WITHHOLDING OF WAGES  |
| WG31 | V58 | NOTICE REGARDING TERMINATION OF WAGE GARNISHMENT ORDER                       |
| WG32 | U93 | FINAL PAYOFF LETTER  |
| WG33 | A91 | FINAL AWG NPOTICE  |