



A Proposal of Financial Aid Services  
For West Texas A & M University

**Prepared by:**  
**Leah Sheets**  
FA Solutions, LLC  
June 8, 2022

FA Solutions LLC  
600 1st Ave North, #302  
St. Petersburg, FL 33701  
[www.getfasolutions.com](http://www.getfasolutions.com)

Leah Sheets, Manager of Partnerships  
[lsheets@getfasolutions.com](mailto:lsheets@getfasolutions.com)  
O: 727.300.6336 x999  
M: 727.353-7361



June 8, 2022

Jeffrey Baylor, Student Enrollment Engagement and Success  
West Texas A & M University  
2501 4th Ave  
Canyon, TX 79016

Jeffrey,

Per our recent conversations, I am pleased to provide you with this financial aid servicing and support proposal from FA Solutions, LLC.

As the industry leader in financial aid servicing, FA Solutions is uniquely positioned to ease the burden of supporting student aid packages. From filling vacancies to verifying packages to contacting students, our experts will leverage their experience and help eliminate the guesswork. For many of our partners, they have found value by having strategic redundancies, scalability, and expertise at the ready.

Within this proposal, you will find...

- Scope of Work
- Services agreement
- Executive Leadership
- Pricing

As always, feel free to contact us with questions. We look forward to partnering with you.

Sincerely,

Leah Sheets, Manager of Partnerships  
Manager of Partnerships  
O: 727.300.6336, ext. 1016  
lsheets@getfasolutions.com



## Exhibit A, Fees, and Terms

Date prepared: June 8, 2022

**Project Understanding** – Jeffrey Baylor of West Texas A & M University and Rob Wright of FA Solutions recently engaged in discussions regarding a potential partnership to identify and allocate experienced financial aid resources to fill several vacancies on campus. The institution has over 12,048 of students, and processes approximately 9830 packages per year. The institution utilizes Colleague and collects student documents via Colleague Self Service. The consultant would provide training/coaching for the new director, providing emergency interim financial aid director level support.:

This placement will last four complete months (16 weeks) and anticipating a kick-off on or near June 6, 2022. May be extended or renewed upon 45-day notice and mutual agreement between both parties.


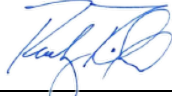
<p><b>\$81.50/hr.</b> (Onsite Rate)</p> <p><b>\$75.00/hr.</b> (Remote Rate assumed 25% of each month will be remote)</p>	<p><b>Emergency Interim Financial Aid Director level support:</b> FA Solutions will provide outsourced interim staffing services for a Director of Financial Aid placement on behalf of the institution; this role will be responsible for day-to-day efforts including team management, compliance oversight, and general leadership; this service includes a redundancy for staffing coverage remotely with multiple team members as backup in the event of absences; A 40 hr. per week billing minimum is required to be able to dedicate this resource to the project</p>
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**Terms:**

1. A deposit of **\$12,780** which the first month’s fee is due on or before the execution of services. Each subsequent monthly fee is due on or before the next monthly service begins.
2. If on-site visit is requested, all travel and expenses will be reimbursed, at the current state per diem approved rates, to FA Solutions LLC, to include airfare (assumed once per month), transportation, including rental car, mileage, hotel/Airbnb/lodging charges, a food reimbursement, and travel time of up to 4 hours each way. A meal card for the college dining hall will be used to offset some meals. College will plan to provide onsite housing during periods of the engagement.
3. FA Solutions LLC will not be held responsible for any found historical compliance or audit concerns that the institution was not aware of prior to this engagement. However, FA Solutions LLC will provide its best effort to accommodate toward this objective. Additional fees may apply for FA Solutions LLC to address these concerns.
4. FA Solutions may increase rates once each year based on inflation, increased cost of providing services, or other similar factors. A 1.95% annual increase is anticipated.
5. Above pricing is valid for 10-days from this document date.

6. Please remit payments to FA Solutions, LLC, Attn: Accounts Receivable, PO Box 162157, Atlanta, GA, 30321-2157.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date.

<b>FA Solutions LLC</b>	<b>West Texas A &amp; M University</b>
Signed: 	Signed: 
Printed name: <b>Robert Wright</b>	Printed name: <b>Randy Rikel</b>
Printed title: <b>Managing Partner</b>	Printed title: <b>Vice President For Business and Finance/CFO</b>
Date: 6/8/2022	Date: 6-8-22



## Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into and effective as of **June 8, 2022**, ("Effective Date") by and between FA Solutions, LLC ("FA Solutions"), and **West Texas A & M University**, a member of the Texas A&M University System, an agency of the state of Texas, with its primary offices located in Canyon, Texas ("Institution"). In consideration of the covenants and agreements set forth in this Agreement, the parties agree as follows.

1. **Services.** FA Solutions will provide the Institution with financial aid servicing and support as detailed in the description attached hereto as Exhibit B and the optional services, if any, selected on Exhibit A (collectively, the "Services"). The Institution acknowledges that certain Services may be dependent on the Institution providing certain data, information, or assistance to FA Solutions, including as set forth in Exhibit B. The Institution agrees that FA Solutions may not be responsible or in breach of this Agreement for any delay or failure by FA Solutions to fulfill its obligations hereunder to the extent caused, in any part, by the Institution's failure to provide timely and accurate cooperation reasonably requested by FA Solutions or otherwise set forth in this Agreement. The Institution also agrees that FA Solutions shall not be responsible or in breach of this Agreement for any error, omission or other event that occurred with respect to the Institution prior to the date FA Solutions first renders the Services.

C. FA Solutions will be provided connection to Institutions' network via VPN/Duo. FA Solutions will need to complete the Third Part Access Request form, attached herein as Exhibit C, and complete the required training assignments prior to beginning services. A link and password will be provided once this agreement is executed.

2. **Fees.** The Institution agrees to pay FA Solutions the fees set forth on Exhibit A. FA Solutions will provide the Institution an invoice on a monthly basis. The Institution agrees to pay FA Solutions based on such invoice within thirty (30) days of the Institution's receipt of the invoice. Payments will be made in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*. If any payment is greater than 30 days late, the Institution agrees that FA Solutions may suspend services under this Agreement or terminate this Agreement in accordance with Section 3 below.

3. **Term.** The Agreement shall be in effect from the Effective Date for a period of 4 months (16 weeks) from the date FA Solutions first provides the Services unless otherwise terminated by the mutual agreement of the parties or the insolvency or bankruptcy of either party, in which case the other party shall have the right to immediately terminate upon written notice to the insolvent or bankrupt party, or as set forth below. Following expiration of the original term set forth above or any renewal term, this Agreement may renew for additional terms of 1 month each unless, at least 45 days prior to the expiration of the original term or any renewal term, either party provides written notice of termination, which shall be effective at the expiration of the then-current term.

3a. Either party may terminate this Agreement, by written notice to the other party, for any material breach of this Agreement by the other party, if such breach is not cured within fifteen (15) days after the breaching party receives written notice of such breach from the non-breaching party; provided,

however, that if such a breach is not capable of being cured within such fifteen-day period and the breaching party has commenced and diligently continued actions to cure such breach within such fifteen-day period, except in the case of a payment default, the cure period shall be extended to 30 days, so long as the breaching party is making diligent efforts to cure the breach.

- 3b. In the event of any termination of this Agreement (including expiration), the Institution shall pay all fees and any other amounts due under this Agreement payable through the effective date of the termination. Sections 4, 5, 6, 7, 8, 10, and 11 shall survive the expiration, cancellation, or termination of the Agreement for any reason.

4. Confidentiality. "Confidential Information" means non-public information, written, electronic or oral, of a party that is provided to the other party that is designated as or should reasonably be understood to be confidential and is maintained as confidential by the disclosing party, whether tangible or intangible. By way of example and not limitation, Confidential Information includes: (i) any information concerning a party, its agents' or licensors' technology, such as systems, source code, databases, hardware, software, programs, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof; (ii) any information concerning a party's, its agents' or licensors' financial or business plans or operations; and (iii) any "nonpublic personal information" as defined in the Gramm Leach Bliley Act about any customer of a party. Confidential Information of a party shall not be disclosed by the other party without written consent, or if required by law, regulation, or court order to be disclosed, without advance written notice to the other party. FA Solutions shall also not disclose the specific nature of financial aid services it will provide the Institution under this Agreement without the Institution's permission, unless required by law, regulation, or court order. The Institution agrees to not share FA Solutions' pricing and/or terms with any other party, unless required by law, regulation, or court order. The obligations of this section shall survive termination of this Agreement and remain in full force and effect.

5. Limited Liability; Limitation on Actions. The Institution's remedy for FA Solutions' failure to perform the services in a timely and professional manner is to have such services re-performed by FA Solutions or to terminate this Agreement in accordance with Section 3. If re-performance is not possible or effective, and the Institution suffers a liability or claim caused solely by FA Solutions' breach of this Agreement, FA Solutions shall indemnify the Institution for such liability or claim. In no event shall FA Solutions be liable for any liabilities or claims caused in any part by the Institution's failure to perform the Institution's responsibilities under this Agreement and applicable law, regulation, and accrediting body standards. To the extent that FA Solutions must be involved with a program review, audit review, investigation, or other legal or regulatory proceeding related to the Institution, the Institution agrees to pay, FA Solutions hourly fees, and other reasonably necessary out-of-pocket expenses, including, but not limited to copies, printing, hotel, and transportation. In no event will either party be liable for any special, consequential, indirect, exemplary, or punitive damages or loss of profit or loss of revenue arising out of this Agreement, even if advised of the possibility of such damages, nor shall FA Solutions be liable for the operation of the Institution's business. Nothing contained herein is intended or should be construed to (i) create any liability to or right of recovery or subrogation on the part of any insurance carrier or any other third party against either of the parties, or (ii) affect the allocation of responsibilities among insurance carriers or other persons who may have responsibility for satisfaction of all or any part of any claim made against either party. The Institution acknowledges and agrees that the remedies provided by this Section 5 constitute the Institution's sole and exclusive remedies, and FA Solutions' sole and exclusive liability to the Institution, for any breach by FA Solutions of this Agreement or any failure to provide the Institution with the Services in accordance with this Agreement. No claim may be asserted by the Institution against FA Solutions more than one (1) year following the date of the event that underlies such claim. Neither the execution of this Agreement by Institution nor any other conduct, action, or inaction of any representative of Institution relating to this Agreement constitutes or is intended to constitute a waiver of Institution's or the state's sovereign immunity to suit.

6. Notices. All notices or communications required under this Agreement by one of the parties hereto to the other shall respectfully be addressed as follows:

If to FA Solutions, LLC:  
Robert Wright, Managing Partner  
600 1st Ave., N. Suite 302, #12  
St. Petersburg, FL 33701  
Email: [rwright@getfasolutions.com](mailto:rwright@getfasolutions.com), Phone: (813) 435-6227

If to Institution:  
Jeffrey Baylor, Student Enrollment Engagement and Success  
West Texas A & M University  
2501 4th Ave  
Canyon, TX 79016  
Email: [jbaylor@wtamu.edu](mailto:jbaylor@wtamu.edu), Phone: (806) 651-5288

With a copy to: West Texas A&M University  
Contract Administrator  
Email: [contracts@wtamu.edu](mailto:contracts@wtamu.edu)

7. Governing Law; Venue. This Agreement is executed and delivered within the State of Texas, and the parties hereto agree that it shall be construed, interpreted, and applied in accordance with the laws of that state, without regard to conflicts of laws principles. Notwithstanding any other provision of this Agreement, pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Institution shall be in the county in which the primary office of the chief executive officer of Institution is located. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Institution and FA Solutions to attempt to resolve any claim for breach of contract made by FA Solutions that cannot be resolved in the ordinary course of business. FA Solutions shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Business and Finance of Institution, who shall examine FA Solutions' claim and any counterclaim and negotiate with FA Solutions in an effort to resolve the claim.

8. Non-Solicitation. The Institution agrees that, during the term of this Agreement and for a period of 6 months after any termination of this Agreement, it will not directly or indirectly: (a) induce or influence (or attempt to induce or influence) any person who is an employee of FA Solutions with whom the Institution has had contact with in performance of this Agreement, to terminate his/her relationship with FA Solutions, or to accept employment with the Institution, or in any way interfere with the relationship between FA Solutions and any of its employees, or (b) aid, assist or abet any third-party in any of the aforementioned activities. If the Institution breaches the provisions of this Section 8, the Institution shall pay FA Solutions Fifty percent of such employee's salary with FA Solutions or 50% of such employee's salary with his or her new employer, whichever is greater. The parties agree that quantifying losses arising from the Institution's breach is inherently difficult as far as a breach may impact FA Solutions' reputation and operations, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience and given the nature of the losses that may result from a breach.

9. Remedies. Intentionally Omitted

10. Attorneys' Fees. Intentionally Omitted

11. Entire Agreement; Severability; Modification; Waiver. This Agreement (including the exhibits attached hereto and made a part hereof by this reference) is the entire and exclusive statement of the agreement and understanding between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this Agreement. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so broad as to be unenforceable or invalid for any other reason, it is the parties' intent that such invalid provisions be reduced in scope or eliminated by the court, but only to the extent deemed necessary by the court to render the provisions of this Agreement reasonable and enforceable. Any changes in law or regulations, or reinterpretations of existing laws and regulations, will be mutually reviewed by FA Solutions and the Institution to determine if changes to this Agreement are warranted. This Agreement may be amended or modified only by a writing executed by both parties. The waiver or the failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

12. Assignment. This Agreement shall not be assignable by the Institution without FA Solutions' prior written consent. This Agreement shall be binding upon and accrue to the benefit of any permitted assignee, and any such assignee shall agree to perform the obligations of the assignor.

13. Force Majeure. If by reason of a cause outside the reasonable control of a party, such party is unable in whole or in part to carry out any obligation hereunder, such party will not be in default during the continuance of such inability, provided that such party shall use commercially reasonable efforts to promptly mitigate any damages or losses.

14. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Facsimile or electronically scanned counterpart signatures to this Agreement shall be acceptable and binding.

15. Brand use. The institution shall grant FA Solutions permission to use the institution's name and logo in its marketing materials and bid documentation in relation to potential transactions.

16. Compliance with Laws: FA Solutions will comply with all statutory provisions of or applicable to Title IV of the Higher Education Act of 1965, as amended ("HEA"), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that FA Solutions administers under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program, to the extent that such compliance is required by applicable law or regulation and is related to the services to be performed by FA Solutions as defined in the Agreement. To the extent authorized by the Constitution and laws of the state of Texas the institution acknowledges and agrees that it shall not have the right to enforce this provision or to seek contribution or indemnification from FA Solutions based on this provision and that any rights to contribution or indemnity are hereby irrevocably waived except to the extent such rights are otherwise specifically provided for in this Agreement. No third party other than the Secretary of the U.S. Department of Education shall have the right to enforce this provision or to seek contribution or indemnification from FA Solutions based on this provision and any third party's right to contribution and indemnification is hereby irrevocably waived.

17. Referral to OIG: To the extent required or permitted by applicable law or regulation, FA Solutions will refer to the Office of Inspector General of the U.S. Department of Education for investigation any information indicating there is reasonable cause to believe that the institution might have engaged in fraud or other criminal misconduct in connection with the institution's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application. Examples of the type of information that must be referred are:



- a. False claims by the institution for Title IV, HEA program assistance
- b. False claims of independent student status
- c. False claims of citizenship
- d. Use of false identities
- e. Forgery of signatures or certifications
- f. False statements of income
- g. Payment of any commission, bonus, or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of Title IV, HEA program funds.

The institution acknowledges and agrees that FA Solutions shall be entitled to make referrals of information, and to otherwise communicate and cooperate with the OIG with respect thereto, whenever FA Solutions has reasonable cause to believe that such information is or may be required to be referred under applicable law and regulations. FA Solutions shall not be liable to the institution or any of its employees or agents, or any applicant, or any third party, because of or in connection with any such referral, whether it is ultimately determined that any fraud or misconduct in fact occurred.

18. **Joint and Several Liability:** Without limiting in any way the limitations on FA Solutions' liability and FA Solutions' rights to indemnification otherwise set forth in this Agreement and only to the extent authorized by the Constitution and laws of the state of Texas, FA Solutions will be jointly and severally liable with the institution to the Secretary of the U.S. Department of Education for any violation by the servicer of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA. The institution acknowledges and agrees that this provision is solely for the benefit of the Secretary of the U.S. Department of Education.

19. **Disbursements:** To the extent required by applicable law and solely in the event that FA Solutions disburses funds, including Title IV, HEA program funds, or delivers Federal Stafford Loan program proceeds to students, FA Solutions will (i) confirm the eligibility of the student before making that disbursement or delivering those proceeds (and such confirmation shall include any applicable information contained in the records required under 34 C.F.R. § 668.24) and (ii) calculate and return any unearned Title IV, HEA program funds to the Title IV, HEA program accounts and the student's lender, as appropriate, in accordance with the provisions of 34 C.F.R. §§ 668.21 and 668.22, and applicable program regulations. The institution acknowledges and agrees that it shall not have the right to enforce this provision or to seek contribution.

20. **Records:** If FA Solutions or the institution terminates the contract, or if FA Solutions stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition under the bankruptcy code, FA Solutions shall return to the institution all:

- a. Records in FA Solutions' possession pertaining to the institution's participation in the program or programs for which services are no longer given, provided, however, that FA Solutions may retain copies of any records in its possession for any purpose, subject to applicable laws and regulations, and
- b. Funds, including Title IV, HEA program funds, received from or on behalf of the institution or the institution's students, for the purposes of the program or programs for which services are no longer provided.

## 21. Data Privacy

The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to certain records maintained by Institution, including but not limited to, the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations 34 C.F.R. § 99.1 et seq (collectively, “Applicable Laws”). Institution hereby designates FA Solutions as a school official with a legitimate educational interest in the education records, as that term is defined under FERPA, contained in the Data that FA Solutions is required to create, access, receive or maintain on behalf of Institution in order to fulfill its obligations under this Agreement. FA Solutions is prohibited from redisclosure of the Data except as provided for in this Agreement or otherwise authorized by Applicable Law or Institution in writing. FA Solutions and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other Applicable Laws with respect to the confidentiality of such Data. FA Solutions is only permitted to use the Data for the purpose of fulfilling FA Solutions’ obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

FA Solutions shall allow access to the Data only to employees, contractors, and Program partners who have a need to access the Data for FA Solutions to perform its obligations under this Agreement. FA Solutions shall require any such subcontractors or partners to comply with the same restrictions and obligations imposed on FA Solutions in this Agreement, including without limitation, the prohibition on redisclosure of Data. FA Solutions shall not sell or transfer the Data for consideration to any third party.

## 22. Data Security

Pursuant to Section 2054.138, Texas Government Code, FA Solutions agrees to maintain the confidentiality of student information throughout all stages of conducting this Agreement by implement and maintaining appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://www.wtamu.edu/it/information-technology-information-controls-catalog.html>, as may be amended from time to time (the “Security Controls”), to safeguard and preserve the confidentiality, integrity, and availability of the Data. FA Solutions shall periodically provide Institution with evidence of its compliance with the Security Controls within thirty (30) days of Institution’s request. reasonable data security procedures, controls, and safeguards to ensure that PII is protected in accordance with FERPA and Chapter 521 of the Texas Business and Commerce Code (to the extent applicable).

The Data will be collected, stored, transmitted, and disposed of using the following guidelines: (i) confidential/sensitive data PII will be collected only as necessary and in conjunction with this Agreement; (ii) the as provided above, PII will be restricted in its distribution and accessibility such that only authorized FA Solutions representatives who have agreed to maintain the confidentiality of the Data may access PII; (iii) PII Data will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iii) when necessary, PII Data will be disposed through secure means such as shredding paper files and erasing electronic files and or rendering electronic files unusable.

Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student education records Data in a manner not allowed under federal or state law or regulation by Applicable Laws. Except as otherwise permitted by this Agreement, FA Solutions shall not provide any Data obtained under this Agreement to a third party without the prior written authorization of Institution.

FA Solutions stipulates that this Agreement does not convey ownership of the Data to FA Solutions. Institution retains ownership of the PII Data that it provides to FA Solutions or that FA Solutions collects on Institution's behalf pursuant to this Agreement. Institution grants FA Solutions a perpetual, non-exclusive, irrevocable, royalty-free license to use, reproduce, modify, create derivative works, and otherwise make use of (to the extent such use, reproduction, modifications, and derivative works comply with the restrictions in this Agreement) the Data in any manner and through any media solely for FA Solutions to perform its obligations under this Agreement.

If FA Solutions becomes aware of any use or disclosure or security breach concerning of any Data covered not authorized by this Agreement or in writing by Institution, FA Solutions shall immediately notify Institution within two (2) business days of discovery and take immediate steps to limit and mitigate the damage of such security breach unauthorized use or disclosure to the greatest extent possible. FA Solutions' report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what FA Solutions has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action FA Solutions has taken or will take to prevent future similar unauthorized use or disclosure. FA Solutions shall provide such other information, including a written report, as reasonably requested by Institution. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, FA Solutions shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at Institution's sole discretion, result in Institutions' immediately terminating this Agreement.

### 23. Public Information

(a) FA Solutions acknowledges that Institution is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Institution's written request, FA Solutions will provide specified public information exchanged or created under this Agreement that is not otherwise accepted from disclosure under chapter 552, Texas Government Code, to Institution in a non-proprietary format acceptable to Institution. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Institution has a right of access.

(c) FA Solutions acknowledges that Institution may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a) (1), Texas Government Code.

### 24. Insurance Requirements.

FA Solutions shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Institution. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to FA Solutions under this Agreement. FA Solutions shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

FA Solutions is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Institution at least ten days before the effective date of the cancellation.

Coverage	Limit
<b>A. Worker’s Compensation</b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit
<b>B. Commercial General Liability</b>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

C. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of FA Solutions and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, FA Solutions agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

D. Cyber Liability – FA Solutions shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability policy with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by FA Solutions in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by FA Solutions under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

## 25. Required Certifications.

a. Delinquent Child Support Obligations. “Under Section 231.006, Texas Family Code, FA Solutions or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

b. Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, FA Solutions agrees that any payments owing to FA Solutions under this Agreement may be applied directly toward certain debts or delinquencies that FA Solutions owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

c. Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Institution is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. FA Solutions certifies that it is eligible to participate in this Agreement and has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that FA Solutions is in compliance with the State of Texas statutes and rules relating to procurement and that FA Solutions is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

d. Prohibition on Contracts with Companies Boycotting Israel. By executing this Agreement, FA Solutions certifies it does not and will not, during the performance of this contract, boycott Israel. FA Solutions acknowledges this Agreement may be terminated if this certification is inaccurate.

e. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, FA Solutions certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. FA Solutions acknowledges this Agreement may be terminated if this certification is inaccurate.



## **Exhibit B, Institution Responsibilities**

1. Provide FA Solutions, LLC with all necessary and accurate documentation to carry out the assigned activities described in the Agreement.
2. Inform FA Solutions, LLC of any changes in the status of the institution, including, but not limited to change of ownership, change of address, change of financial aid coordinator, addition of new programs, limitations imported by the institution's state licensing agency, accrediting commission, or the U. S. Department of Education.
3. Provide FA Solutions, LLC with the institution's academic calendar, course offerings, tuition and fee structure, and other information needed to appropriately manage the institution's total student financial assistance program.
4. Follow all provisions of the U.S. Department of Education Program Participation Agreement and understand that final responsibility for proper management of Federal financial aid funds rests with the institution. Of importance to the institution is its requirement to have Internet capability and an email address to receive communications from the U.S. Department of Education. In addition, the institution is required to have the ability to communicate with NSLDS before sending requests for student aid to FA Solutions, LLC. The institution specifically has the responsibility to complete the Institutional Post-Secondary Education Data Systems report (IPEDS), the annual Security and Crime Statistics reports, monthly Enrollment Reporting, Gainful Employment reporting (if applicable), State or other agency reports and Cohort Default Reporting. FA Solutions, LLC does not complete these reports.
5. Provide FA Solutions, LLC with timely data concerning student progress, change of status, withdrawal, refunds made, changes of course or other information necessary to manage the institution's student financial assistance programs.
6. Provide FA Solutions, LLC with student Satisfactory Academic Progress (SAP) status.
7. Provide FA Solutions, LLC the necessary enrollment information (including changes in student enrollment), student start data, program(s) data, etc., necessary to process Title IV aid.
8. Follow all procedures associated with the U.S. Department of Education's Return to Title IV Funds Policy. It is understood that FA Solutions, LLC will perform the R2T4 calculation and return the funds in G5, if applicable, with timely approval of the institution.
9. The institution's Chief Executive Officer should receive the Program Participation Agreement (PPA) and note the institution's specific responsibilities. The institution is responsible for updates to the Program Participation Agreement and keeping it current.
10. The institution is responsible for maintaining their Net Price Calculator, and Shopping Sheet and for meeting Consumer Information requirements.

11. The institution will provide necessary remote connectivity to financial aid systems, and other systems required to perform the functions of the Agreement.
12. The institution is required to maintain a comprehensive information security program.
13. The institution acknowledges and understands that FA Solutions, LLC will rely exclusively on the truth and accuracy of all student data received from the institution in performing the services required by this Agreement, and that the institution's failure to provide true and accurate data may have a material adverse effect on FA Solutions, LLC's ability to perform the services contemplated hereunder.
14. The institution is responsible for monthly reconciliation of Pell and Loans between Student Ledgers and COD reporting. If a discrepancy is found, the institution will share this information with FA Solutions, LLC to work together on a timely resolution.
15. The institution is required to approve Federal Work Study (FWS) employment, write job descriptions, track hours worked, and process FWS payroll.



## Key Contacts

The financial aid leadership team at FA Solutions has extensive experience in financial aid with 20+ years of experience serving educational institutions. These are ...

### **Brenda Wright, Chief Operating Officer**

Brenda has served in numerous financial aid leadership roles including, Director of Student Financial Services at the State University of New York at Albany, Assistant Vice President of Student Financial Services at Saint Leo University, and Chief Operations Officer at University Financial Aid Solutions to name a few. She has extensive experience overseeing student financial services for an array of students and locations, including non-traditional students both online and at off-campus locations, as well as traditional undergraduate and graduate students. Brenda earned a B.S. in Accounting and a B.S. in Economics from Mansfield School (NY) as well as an MBA in Management from St. John Fisher College (NY). Brenda's core strengths in financial aid include compliance, process automation, and leadership. [bwright@getfasolutions.com](mailto:bwright@getfasolutions.com)

### **Bridget McGuire, Vice President of Operations**

Bridget brings more than 26 years of financial aid experience to FA Solutions. She has served in several financial aid executive roles at large, growing institutions. She has extensive experience in all aspects of financial aid from audit and compliance, production management, organizational efficiencies, and customer service. At FA Solutions, Bridget's role involves ensuring accountability through each step of the process to create a seamless financial aid experience for the student and client school at every turn. She holds a B.A in Communications from Elon University and a M.S. in Education Administration from Capella University. [bm McGuire@getfasolutions.com](mailto:bm McGuire@getfasolutions.com)

### **Michael Holmes, Vice President of Technology and Compliance**

Michael brings more than 25 years of financial aid experience to FA Solutions. He has held varying executive roles in both campus and corporate capacities. In his most recent role as Vice President, Financial Aid, Michael led all aspects of Financial Aid including campus operations, centralized awarding and processing, and systems support. Michael's role oversees the onboarding of new clients into FA Solutions and developing process improvements within our various software systems. Michael holds an AS in both Business Administration and Accounting from Blair College, a BS in Business from National American University, and an MBA from Regis University. [mholmes@getfasolutions.com](mailto:mholmes@getfasolutions.com)

### **Nydia Willard, Director of Student Experience**

Nydia leads the Student Experience Center for FA Solutions, and its team of 35+ advisors. She is a team-builder, dedicated to high level service for her clients and works to customize their solutions. In prior role as a provider for remote student services, Nydia and her teams would answer student questions for schools ranging in size from 1,000-65,000, working with both two- and four-year institutions. Nydia takes great pride in providing school partners with exceptional service and helping them solve problems. She has deep experience in analyzing a school's operations to recommend solutions and better serve students. [nwillard@getfasolutions.com](mailto:nwillard@getfasolutions.com)



Exhibit C

Third Party Access Request Form – continued on next page.