



## ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS ADDENDUM ("Addendum") by and between the below named institution ("Institution") and Nelnet Business Solutions, Inc. (d/b/a Nelnet Campus Commerce) ("Company") is entered into this 30<sup>th</sup> day of January, 2018 ~~9<sup>th</sup>~~.

WHEREAS, Institution and Company have an existing agreement for professional services ("Agreement"), which includes refunds management; and

WHEREAS, the Company is considered a Title IV third-party servicer, as defined by the U.S. Department of Education ("the Department"), for delivery of its refunds products; and

WHEREAS, the Department is requiring the Company to perform periodic compliance reviews for institutions which it serves; and

WHEREAS, the Institution and the Company agree to comply with all applicable regulations, including Title IV program requirements, in the administration and delivery of the refund process; and

WHEREAS the parties now wish to make clarifications to the Agreement language regarding their respective roles and responsibilities relative to Title IV regulations.

THEREFORE, the parties agree to remain bound by all existing terms and conditions of the Agreement with the inclusion of the following:

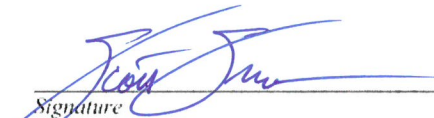
1. **COMPLIANCE REVIEW:** The Institution shall, from time to time during regular business hours and upon reasonable prior written notice, permit Company representatives to review Institution's applicable policies and procedures or other records necessary to ensure Institution's and its subcontractors' compliance with the terms and conditions of this Agreement, as well as applicable law or additional requirements imposed by the Department related to the services provided under the Agreement. Institution agrees to reasonably cooperate with Company's review. In the event Institution fails to cooperate with Company, such failure will be deemed a material breach of the Agreement. Institution understands and agrees that the results of any such review will be shared only with the Institution, authorized Company associates, and governmental entities charged with enforcing applicable laws, including the Department.
2. **REFUND PROCESS:**
  - a. **Institution Obligations:** The Institution will:
    - i. Ensure the payee disbursement candidate ("Candidate") will receive credit balance monies ("Refund") by an alternate method if not enrolled to receive a refund through the contracted product;
    - ii. Establish and follow procedures for (1) identifying and determining a credit balance on a student account; (2) verifying eligibility prior to disbursement; (3) drawing down Title IV funds; and (4) notating the disbursement on student ledger accounts;
    - iii. Forward Candidate files to the Company with sufficient lead time so as to meet Title IV deadlines, where applicable; the Institution is solely responsible for timely delivery of Candidate files:
      1. For ACH direct deposit refund disbursements, Candidate files must be uploaded to the Company system no later than ten (10) business days following credit balance determination;
      2. For paper check refund disbursements, Candidate files must be uploaded to the Company system no later than eight (8) business days following credit balance determination;
    - iv. Create messaging content for enrollment and disbursement notifications to Candidates;
    - v. Ensure an alternate system is in place to provide the refund disbursement if undeliverable via the primary method of choice (i.e., invalid account message from the National Automated Clearing House Association [NACHA]);
    - vi. Establish and follow procedures to return undeliverable and non-negotiated Title IV funds to the Department and prevent escheatment to the state; and
    - vii. Submit to annual Company review of Title IV policies and procedures, per Department directive:
      1. Institutions contracted with Company for refunds management services prior to August 21, 2018, will begin the review process no later than October 31, 2018, or within thirty (30) days of Company's receipt of the executed addendum.
      2. Institutions contracted with Company for refunds management services on or after August 21, 2018, will be required to complete the review process prior to going live with Company's refunds management services.
  - b. **Company Obligations:** The Company will:
    - i. Perform Department-required review of Institution's Title IV policies and procedures based on the Institution's Commencement Date for the Company refunds management product (See 2.a.vii. above.);

- ii. Submit review report to Institution, and if required, to the Department.
- iii. Maintain payee authorization to perform electronic funds transfer (EFT);
- iv. Obtain payee refunds disbursement preference based on option(s) selected by Institution;
- v. Securely process the credit balance file uploaded by the Institution once funds have been received by the Company;
- vi. Notify payee that a refund has processed;
- vii. Return rejected EFT transaction funds to Institution for disbursement, unless contact allows for an alternate method of disbursement;
- viii. Return disbursement information to the Institution via Secure FTP (SFTP) or other supported secure transport protocol; and
- ix. Provide applicable support to deliver customer service, as necessary, based on program offerings.

3. **REFUND FEES:** Effective January 1, 2019, the Institution's Monthly Fee for the contracted refunds management product will increase one hundred dollars (\$100).

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed:

Nelnet Business Solutions, Inc.

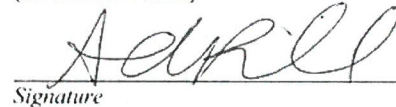
 \_\_\_\_\_  
Signature \_\_\_\_\_ Date 1/30/19

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Bastyr University  
(Institution Name)

 \_\_\_\_\_  
Signature \_\_\_\_\_ Date 1/22/19

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