

Weber & Associates, Inc.

Educational Consulting , Accreditation and Financial Aid Services

86 Brookfield Oaks Drive Greenville, SC 29607 www.weberassociatesinc.com Harry V. Weber, President 888-857-8690

This agreement is entered into on this first day of JULY 1, 2018 by Weber and Associates, Inc. hereafter referred to as the CONSULTANT, or service, and the MIDWIVES COLLEGE OF UTAH hereafter referred to as the INSTITUTION. This agreement includes all campuses current or future which are approved as additional locations and listed on the institution's ECAR as approved by the USE. Representing the INSTITUTION in the execution of this agreement is the **President** _____.

In setting forth these agreements the institution's representative acknowledges having read the INSTITUTION'S Program Participation Agreement with the U.S. Department of Education and acknowledges an understanding of the INSTITUTION'S obligations and responsibilities under that agreement. This Service agreement is not represented, by either party, as an assignment of those responsibilities to the CONSULTANT. This contract shall be in effect until **June 30, 2019**.

In consideration of these mutual covenants and promises agreed to and set forth under the laws of South Carolina,

The parties agree as follows:

- 1) Weber and Associates, Inc. agrees:** Foremost to comply with all applicable HEA Title IV regulations prescribed by the U.S. Department of Education. All actions taken by the service will be under the jurisdiction of Title IV regulations under the Higher Education Act.
- a. To advise the INSTITUTION in assisting students to properly complete applications for all Title IV student financial assistance, including Pell Grants, Federal Direct loans, and Campus- based programs, when applicable.
 - b. To review all documents submitted to determine student eligibility for Title IV programs represented by the INSTITUTION'S Program Participation Agreement and be in compliance with the Family Rights and Privacy Act (FIRPA).
 - c. To complete a thorough review of all applications requiring verification, independent status or eligible non-citizen status, BEFORE disbursement of Title IV funds. In addition , the CONSULTANT will review each student's paperwork for appropriate certifications, statements and signatures.
 - d. To establish and maintain all appropriate records regarding the disbursement of Title IV funds . This shall include institution / student master disbursement records, check registers, payment rosters , accounting ledgers and general journals.
 - e. To complete and submit to the Department of Education on a timely basis all of the following reports as they apply to the INSTITUTION'S participation: Institutional Payment Summary (IPS) or Pell Payment Documents (PPD) ; Federal Cash Transactions Report (COD) Annual Student Payment Pell Reconciliation; and Institutional Application for Federal Financial Aid Programs (FISAP). In addition all reports for the Federal Direct Loan Program will be submitted.
 - f. To initiate all institutional cash requests for the INSTITUTION creating the resulting effect of an ACH/EFT transfer of Federal funds to the INSTITUTION'S Federal funds bank account. In so doing the CONSULTANT will make every effort to avoid transferring excess cash to the Federal funds account. It is understood by both parties that the maintenance of a low fund balance is a shared responsibility.
 - g. To monitor fund authorizations to avoid over-expenditure in Campus-Based programs and, through timely reporting, assist in maintenance of the Pell Grant authorization through timely submission of Pell Originations and Payments reports.
 - h. To keep the INSTITUTION informed of all new Federal regulations, policies, statutes, or procedures which may effect the administration of Title IV programs.
 - i. To assist the INSTITUTION in responding to U.S. Department of Education correspondence relative to Title IV programs managed by the CONSULTANT during the term of this service agreement.
 - j. To provide assistance in working with an institutionally employed auditor during the required audit period, and to advise in the preparation of audit responses and the INSTITUTION'S corrective action plan.
 - k. To provide assistance, as requested by the INSTITUTION, in the event of a U.S. Department of Education program review or visit by the ED Inspector General's office. On-site visits for such activity carries a separate fee of \$500 per day plus travel related expenses.
 - l. The service will refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that the institution might be engaged in fraud or other criminal misconduct in connection with the institution's administration of an Title IV, HEA program or an applicant for Title IV, HEA program assistance who might have engaged in fraud or other misconduct in connection with his or her application for Title IV assistance.
 - m. Be jointly and severally liable with the INSTITUTION to the Secretary for any violation by the service of any statutory provision of, or applicable to Title IV HEA . In addition all statutory regulations applicable to Title IV HEA apply to this provision.
 - n. The service does not deliver funds to students, or calculate refunds including R2T4 calculations, or make refunds on behalf of the institution therefore it cannot be responsible for these actions. When an R2T4 repayment is made the INSTITUTION is responsible for determining when a student ceased being in attendance, the doing the R2T4 calculation. Once the calculation is done the INSTITUTION is responsible for reporting the R2T4 repayment information to the CONSULTANT and the CONSULTANT will then transmit that information to COD. At the INSTITUTION'S request the CONSULTANT will electronically transfer the repayments from the INSTITUTION'S federal funds account to G-5 (the federal funds bank designation). The INSTITUTION may do the electronic transfer themselves. The CONSULTANT performs regular monthly reconciliations of the INSTITUTION'S federal funds account with the CONSULTANT'S fiscal records and records at COD and G-5.
 - o. If the service or the INSTITUTION terminates this agreement, or if for some reason the service discontinues servicing the INSTITUTION'S Title IV HEA funds, the service will return ALL records pertaining to the INSTITUTION'S Title IV funding to the INSTITUTION. In addition any Title IV, HEA program funds received from or on behalf of the INSTITUTION'S students, for purposes of the programs will be returned. The failure of an institution to pay service fees is not cause to withhold records.

- p. If the INSTITUTION discontinues working with the CONSULTANT prior to the expiration of this agreement and disconnects the CONSULTANT from SAIG, EDE, COD or G-5 the CONSULTANT will not be responsible for submitting data reports to any U.S. Department of Education agency and the CONSULTANT will be indemnified against any claims resulting from reports not being reconciled and/or reported.
- q. The CONSULTANT will perform all Title IV student activities within the guidelines of the Family Rights and Privacy Act.

2) The INSTITUTION agrees :

- a. To provide the CONSULTANT with all necessary and accurate documentation to carry out the assigned activities described in 1) above.
- b. To inform the CONSULTANT of any changes in the status of the institution; including, but not limited to, change of ownership, change of address, change of financial aid co-coordinator, addition of new programs, limitations imposed by the INSTITUTION'S state licensing agency, Accrediting Commission, or the U. S. Department of Education.
- c. To provide the CONSULTANT with the INSTITUTION'S academic calendar, course offerings, tuition and fee structure , and other information needed to appropriately manage the INSTITUTION'S student financial assistance program.
- d. To 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 particular importance to the institution is its requirement to have Internet capability and an e-mail address to receive communications from the U.S. Department of Education. The institution specifically has the responsibility to complete the Institutional Post-Secondary Education's Demographics Statistics Report (IPEDS) and the annual Security and Crime Statistics Reports. **The third-party service does not complete these reports.**
- e. To provide the CONSULTANT with timely reports concerning student progress, change of status, withdrawal, refunds made , change of course or other information necessary to manage the INSTITUTION'S student financial assistance programs.
- f. To provide the CONSULTANT the necessary enrollment information, student start data, etc. necessary for the completion of the FISAP Report and send monthly federal bank account statements to the SERVICE for reconciliation.
- g. To not assert any claim against the CONSULTANT for damages which result to the INSTITUTION due to any problems incurred as a result of services, unless the CONSULTANT 'S actions amount to gross and willful misconduct.
- h. To pay all invoices from the CONSULTANT **within fifteen days of receipt of invoice**. Should payment not be received within 15 days of the due date, the INSTITUTION agrees to pay a finance charge equal to the lesser of \$35.00 or 2.5% of the amount past due, When payment is not paid by the 25th of the month all work for the institution may be placed on hold until the invoice is paid. In addition, should any proceedings be instituted by the CONSULTANT to collect past due amounts or to seek other relief, the INSTITUTION shall pay all costs, including reasonable collection costs or attorney fees.
- i. To follow all procedures associated with the U.S. Department of Education Return of Title IV Funds Policy. It is understood that the CONSULTANT is not responsible for the Return of Title IV Funds Policy. This procedure is explained in Section 1 (m) above.
- j. The INSTITUTION is responsible for publishing and maintaining all of the institution's policies required by the U.S. Department of Education which include but are not limited to Standards of Academic Progress, Return of Title IV Funds, Consumer Information Security and Crime Reporting (Cleary Act), Leave of Absence and any future reports that involve institutional policies.
- k. The INSTITUTION is responsible for completing the IPEDS Survey Reports, Gainful Employment and Net Price Calculator Reports.
- l. The INSTITUTION is responsible for all activities associated with monitoring the institution's Cohort Default Rate.
- m. The INSTITUTION is responsible for reporting to the CONSULTANT any changes in student status including a student's academic progress, or lack thereof, and if the institution measures progress by the clock hour method, report such hourly progress
- n. The INSTITUTION is responsible for signing proposed current payment lists certifying that students on the list are eligible for the proposed payment within hours/weeks/grade level and are making Satisfactory Academic Progress. It is understood by all parties that revisions may be made to the proposed payment list before the payments are originated with COD and before funds are drawn down for the INSTITUTION to disburse.

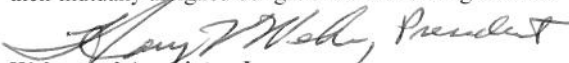
3) For services provided the institution agrees to pay fees for the following services:


- Pell Grant Service** No monthly fee usage exceeds 25 students.
0 to 100 Pell students serviced at \$25.00 per student.
- Federal loan program FDSL monthly management fee \$63.00** Not to be charged until the loan process begins.
- Federal Direct Loan Processing - \$19.00 per loan processed.**

This agreement shall automatically self-renew 45 days prior to its expiration date unless the service is provided written cancellation prior to that date. The service shall be required to provide advanced notice concerning the next year's charges, a minimum of 60 days prior to the agreement's expiration date.

- X EDE Services Annual Fee \$140.00
- X EDE Services Monthly Fee- \$63.00 per month This fee covers the expenses incurred to connect with the SURE report.
- X EDE Services - Corrections ISIRS 2.10 each (This fee is charged only when an ISIR correction is done by the service.)
- X Enrollment Reporting to NSLDS - \$1.20 per student - bi monthly. (Formerly SSCR Reporting bi-monthly)

In signing below the CONSULTANT and the INSTITUTION'S representative agree to make all professional efforts to accomplish their mutually assigned obligations under this agreement.


Weber and Associates, Inc.


President _____

Date 7-1-18

Date 8/15/2018