AMENDMENT 2 TO SERVICE AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND HEARTLAND PAYMENT SYSTEMS, INC.

This Second Amendment ("Amendment") to the Services Agreement (the "Agreement") is made as of 1st day of approval of the parties hereto (the "Effective Date"), by and between Heartland Payment Systems, Inc. a Delaware corporation, with an office at 100 Global View Drive, Warrendale, PA 15086 ("Heartland"), and Alamo Community College District, a political subdivision of the State of Texas, hereinafter called "Alamo Colleges". Contractor and Alamo Colleges are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party".

RECITALS

WHEREAS, Alamo Colleges and Heartland are parties to a certain Contract for Campus Card Services (the Agreement") for Alamo Colleges, effective the 22nd day of November, 2011; and

WHEREAS, the Parties desire to amend the Agreement,

NOW, THEREFORE, intending to be legally bound, Heartland and Alamo Colleges, effective on the signature date of this Amendment, agree to the following:

ARTICLE I PURPOSE AND EFFECTIVE DATE

The purpose of this Amendment is to ensure compliance with the new Title IV Higher Education Act (Pursuant to Federal Regulation 34 CFR, Part 668.25); and

To change the Statement of Work to operate and manage the Alamo Colleges funds disbursement program through the proposed RefundSelect; and

To extend the Term of the Agreement, effective on the signature date of this Amendment; and

To add an implementation schedule to ensure completion date meets the Department of Education deadline of July 1, 2016.

ARTICLE II AMENDMENT

- 2.1 The attached "Addendum A" is hereby added to the Agreement..

 Addendum A supersedes any conflicting provisions of the Agreement and addresses:
 - 1. NEW Federal Regulation 34 CFR, Part 668.25
 - 2. RefundSelect
- 2.2 Attachment B of the Agreement: Statement of Work is amended as follows:
 - I.3.c RefundSelect to replace Acceluraid for disbursements
 - I.6 Choice of Payment Method (Direct Deposit to bank account, Direct Deposit to student checking account, or Paper Check) to replace Discover PIN based debit card.
 - I.10 All references to Acceluraid and Discover PIN based, pre-paid debit card to reflect the

RefundSelect choice of payment method process. Per Federal Regulations, student will not be assessed any fees.

- I.13 Reports and Reporting Capabilities (add):
 - d) Provide customer real time report access via log-in for:
 - i) Number of checks issued/returned
 - ii) Customer calls/inquiries
 - iii) Title IV returns

Attachment C of the Agreement: Funds Disbursement Agreement

- 1. EXHIBIT A: DATA REQUIREMENTS replaces Exhibit A: REQUIRED CARD HOLDER INFORMATION.
- 2. EXHIBIT B: REFUND SELECT FEES replaces Exhibit B: HCS SERVICES/FEE SCHEDULE AGREEMENT.
- 2.3 Agreement: Section 12. Term and Termination is amended as follows: This Amendment extends the term of the Agreement from August 31, 2016 for an additional one-year renewal term.
- 2.4 Implementation of Addendum A:
 - (a) On or before April 25th, 2016, notification will be sent to students informing them that:
 - (i) The ALAMOCash Card will be phased out.
 - (ii) ALAMOCash Cards will be suspended effective June 15th.
 - (iii) Options for future refunds (through the new process) are available.
 - (b) Approximately May 15, 2016 (date to be determined in coordination with Alamo Colleges): Cease loads to *ALAMO*Cash Cards.
 - (c) After the execution of this Second Amendment, the Parties will meet to discuss the implementation of RefundSelect, and will, thereafter, agree in writing to a date by which the services will be implemented. In some instances, Client may require customization to implement RefundSelect. If customization is required, the parties will execute a Professional Services Agreement outlining the details of the customization and the expense associated with the customization.
 - (d)Before July 15, 2016:
 - (i) Checks for Residual funds will be mailed to the address of record.
 - (ii) Checks returned undeliverable will be kept in bank vault for Escheatment per applicable law. (e) All work be completed before June 30, 2016 and the product will be fully implemented by July 1, 2016.

ARTICLE III TERMS AND CONDITIONS

3.1 All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Alamo Colleges and Heartland Payment Systems, Inc. have caused this amendment to be executed by their authorized officers as of the date first written above.

By: By:	Gary O'l C.P.M.		MUNITY COLLEGE DISTRICT Digitally signed by Gary O'Bar. C.P.M. Date: 2016.04.26 14:15:14 -05'00'
Name: Daniel Frazier	Name:	Gary O'Bar,	C.P.M.
Title: Up-operations	Title:	Director	
- 1 M	<u>I</u>	Purchasing at	nd Contract Admin.
Date: 4-26-16	Date:		
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ADDENDUM A

I. New Attachment E to Agreement:

Pursuant to Federal Regulation 34 CFR, Part 668.25, HEARTLAND agrees to:

- (A) Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes Title IV of the Higher Education Act;
- (B) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is a reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with University administration of any Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with his application. Examples of other types of information that must be referred are: (a) false claims by the University for Title IV, Higher Education Act program assistance; (b) false claims of independent student status; (c) false claims of citizenship; (d) use of false identity; (e) forgery of signatures or certification; and (f) false statements of income;
- (C) Be jointly and severally liable with Customer to the Secretary of the Department of Education for any violation by HEARTLAND of any statutory provision of or applicable Title IV of the Higher Education Act, any regulatory provision prescribed under the statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to the Title IV of the Higher Education Act; and
- (D) If HEARTLAND or Customer terminates the contract, or if HEARTLAND stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to Customer all records in HEARTLAND's possession pertaining to Customer's participation in the program or programs for which services are no longer provided; and funds, including Title IV, Higher Education Act program funds, received from or on behalf of Customer or Customer's students, for the purpose of the program or programs for which services are no longer provided.

Pursuant to Federal Regulation 34 CFR, Part 668.25, if Customer participates in a Title IV Higher Education Act program, Customer agrees to notify the Secretary of the Department of Education within 10 days of the date that:

- (A) Customer enters into a new contract or significantly modifies an existing contract with HEARTLAND to administer any aspect of that program;
- (B) Customer or HEARTLAND terminates all or any portion of the agreement to administer any portion of that program; or
- (C) if HEARTLAND stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. Customer's notification must include the name and address of HEARTLAND.

If Customer contracts with HEARTLAND to administer any aspect of Customer's participation in a Title IV Higher Education Act program, it shall provide to the Secretary of the Department of Education, upon request, a copy of the agreement for the administration of that program, including any modifications, and provide information pertaining to the contract or to HEARTLAND's administration of Customer's participation in any Title IV, HEA program.

II.	Amendment to Attachment B of the Agreement:	

THIS SERVICE ORDER FORM NUMBER <u>1 is made</u> as an amendment to Attachment B to the Agreement.

1. Alamo Colleges wishes to engage HEARTLAND to operate and manage its funds disbursement program ("RefundSelect").

RefundSelect may include, but is not limited to, the disbursement of financial aid, college refunds, college work-study payments, payroll, and other types of payments.

HEARTLAND will operate and manage Alamo Colleges' funds disbursement program under the following terms:

l.			AND and Alamo Colleges agree to offer Alamo Colleges' students one or more of ving choices of payment method as checked:	
			Direct deposit via ACH to a bank account	
			Direct deposit via ACH to a student checking account ("Checking Account") offered by HEARTLAND's bank partner ("Bank Partner")	
			Paper Check via first class US Mail	
	a. Demographic and personal information required for each user account will be provided			

- a. Demographic and personal information required for each user account will be provided to HEARTLAND by Alamo Colleges. The required information to be provided to HEARTLAND is listed in EXHIBIT A: Data Requirements ("Required Data"). The Required Data will be refreshed to keep Alamo Colleges' and HEARTLAND's records synchronized.
- b. Alamo Colleges agrees to include a statement in its disclosure(s) to students that it will share student data with HEARTLAND for the purpose of facilitating disbursements.
- c. If the Checking Account option is selected, Alamo Colleges agrees that HEARTLAND may share Required Data with its Bank Partner and its affiliates, for the purpose of marketing the Checking Account to students. At the time which a student is provided a choice of disbursement methods, HEARTLAND will disclose the terms and fees of the Checking Account option. Students who choose the Checking Account option will be required to consent to HEARTLAND sharing their Required Data with Bank Partner, prior to being directed to Bank Partner's website to apply for a Checking Account. Students who Bank Partner approves for a Checking Account will be notified of approval within 48 hours and will receive a check card (a debit card) from Bank Partner in the mail. Future disbursement will be deposited to the Checking Account and can be accessed with the check card.
- d. Any escalated student issues will be resolved within two HEARTLAND business days.
- 2. HEARTLAND will provide a written implementation guide to assist Alamo Colleges in preparing to change from paper checks, or its current disbursement system, to HEARTLAND's electronic disbursement.
- 3. If Alamo Colleges elects to offer its students the Checking Account choice, and HEARTLAND, its Bank Partner, and Alamo Colleges agree to place one or more automated teller machines (ATM) on one or more campuses, the terms and conditions for such placement and operation are as follows:

- A. Whenever Alamo Colleges shall certify to HEARTLAND that Alamo Colleges shall facilitate disbursements for more than 2,500 students that principally receive instruction at a particular campus of Alamo Colleges, and provided that Alamo Colleges grants the placement right with respect to such Campus, HEARTLAND's Bank Partner shall arrange to place or have placed such an automated teller machine at such campus. As between Alamo Colleges and HEARTLAND's Bank Partner, the Bank Partner shall operate and manage the automated teller machine at Bank Partner's sole discretion.
- B. HEARTLAND's Bank Partners will pay for delivery, installation, processing fees and maintenance. HEARTLAND's Bank Partner shall provide the necessary funds for the ATM cash machine to facilitate the Alamo Colleges transactions. The Alamo Colleges will provide, at no cost to HEARTLAND or its Bank Partner, dedicated IP connectivity without connection to any other devices, a dedicated telephone line, and a dedicated 110-volt electrical outlet(s) within three feet of the proposed ATM site. Additionally, the Alamo Colleges shall provide HEARTLAND's Bank Partner with adequate security for the ATM. The Alamo Colleges will also pay the monthly maintenance on the telephone line(s) if required.
- C. Alamo Colleges agrees that the placement of the ATM within the campus is critical to the success of the program and will work with HEARTLAND and its Bank Partner to guarantee advantageous placement of the ATM inside a visible secure heavy traffic location accessible by large numbers of students on a daily basis. Alamo Colleges shall have exclusive rights going forward to place any and all additional ATMs on the Alamo Colleges' premises. HEARTLAND's Bank Partner may provide miscellaneous advertising, including but not limited to, Digital Signage Advertising or similar communications through the ATM.
- D. Alamo Colleges shall provide HEARTLAND with Alamo Colleges' schedule of disbursements planned for the upcoming school term. Schedule will show estimated date, total dollar amount, and item count for each day where the planned disbursement totals more than \$50,000. Alamo Colleges shall provide the schedule to HEARTLAND no less than forty-five (45) days in advance of such disbursement. HEARTLAND shall provide the schedule to its Bank Partner who manages the ATM cash supply in accordance to Alamo Colleges' schedule.
- E. Alamo Colleges shall not receive any payment for the ATM being located on campus, nor shall Alamo Colleges receive any transactional revenues. The primary purpose of the machine is to assist Alamo Colleges in the disbursement of financial aid and other disbursements in compliance with Title IV Rules.

III. Amendment to Attachment C of the Agreement:

EXHIBIT A: DATA REQUIREMENTS.

HEARTLAND requires the following data to provide the funds disbursement services as described above.

TAG Descriptor
FirstName, First Name
LastName, Last Name

AddressLine1, Current Mailing Address including Apt or Unit.

City, Mailing City State, Mailing State

Zip, Mailing ZIP code (5 digits)

Country, Mailing Country

Phone, Phone Number (10 digits)

DateOfBirth, Date of Birth

Email Address (required for giving notice to students)

IDNumber, Unique School ID Number for Student

Issued, System generated issue date

EnrollmentStatus Indicator of student's current enrollment status

2. EXHIBIT B: REFUNDSELECT FEES.

Client shall pay HEARTLAND per the fee schedule below.

Refund Disbursement Service Refund	0.75	Direct Deposit
Disbursement Service Paper	2.40	Paper Check
Check Void Request Direct	10.00	Check Void Request
Deposit Reversal Request	7.00	Deposit Reversal Request
Monthly Minimum Fee	500.	When the above Per Item fees total less than \$500
Implementation Setup Fee	1,500.	Due upon contract signing.



Dear Valued Client,

On October 30, 2015, the Department of Education (ED) finalized new regulations relating to Title IV program integrity and published it in the Federal Register. This is in response to concerns over the use of debit and prepaid cards for the disbursement of Federal Student Aid and campus banking relationships. Students, institutions of higher education, financial institutions, and private businesses have all been anxiously anticipating these new regulations since 2012.

ED formed a Negotiated Rulemaking Committee in 2014 with representatives of parties that would be significantly impacted by changes to the current regulations. Bill Norwood, Heartland ECSI's Product Architect, served as an alternate committee member for third-party servicers.

Due to the Negotiated Rulemaking Committee not being able to reach consensus on the new proposed regulations, on May 18, 2015, ED published a Notice of Proposed Rulemaking (NPRM) that contained their proposed regulations on three topics: Cash Management, Retaking Coursework, and Clock-To-Credit Hour Conversions. Specific to Cash Management regulations for Title IV disbursement programs, significant changes were made to address concerns over transparency, choices, and fees to students including new requirements governing institution's relationships with third-party servicers and financial institutions. ED received over 200 comments during the 45 day public comment period.

Since ED's proposed amendment, the regulations were revised to accommodate some of the changes proposed in the 200 comments received. At a high level, ED provided a two-tiered definition for banking relationships on campus, included additional reporting requirements, set specific fee guidelines, and placed an emphasis on equitable choice and the use of methods that are in the best interest of students. Under the new definitions for Tier One (T1) and Tier Two (T2) arrangements, the Acceluraid solution is defined as a T1 arrangement since it includes a third-party servicer (Heartland ECSI) and a card option with a financial account.

As you know, our refund solution today is transparent, offers choice without hassle, speedy delivery without delay, and low fees for students. We are evaluating the changes required to update our systems and your programs based on the new rules that are effective, with a few exceptions, on July 1, 2016. The new regulations, which we encourage you to read, can be found online in the Federal Register at: https://www.federalregister.gov/articles/2015/10/30/2015-27145/program-integrity-and-improvement.

We have highlighted below what will be changing for institutions that have an arrangement with a third-party servicer or a financial institution and will be working closely with you to review and implement any new changes that are required in advance of the mandated timeline. If you have any questions or concerns, please feel free to contact Bill Norwood at bill.norwood@e-hps.com.

Sincerely,

Rod Allen Director, Refund Operations



Summary of Major Provisions of This Regulatory Action

TIER ONE (T1) ARRANGEMENTS AND TIER TWO ARRANGEMENTS

The Department of Education (ED) established two different types of arrangements between institutions and financial account providers:

TIER 1 - Arrangement between an institution and a third-party servicer that performs the functions of processing direct payments of title IV funds on behalf of the institution and that offers one or more financial accounts to students.

TIER 2 - Arrangement between an institution and a financial institution under which financial accounts are offered and marketed directly to students. Provisions related to disclosure of contract data, ATM requirements, and the best interest provisions apply only to those institutions with at least 5 percent of the average enrollment for the 3 most recently completed award years or an average of 500 students with a credit balance for the 3 most recently completed award years.

STUDENT CHOICE PROCESS

Requires institutions to establish a student choice process that:

- Prohibits institutions from requiring students to open a specific financial account to receive credit balances.
- Provides students a list of options for receiving credit balance funds with each option presented in a neutral manner.
- Lists pre-existing accounts as the first, and most prominent, option, with no option preselected.
- Establishes that aid recipients have the right to receive funds to existing accounts.
- Ensures that electronic payments made to pre-existing accounts are initiated as timely as and are no more onerous than payments made to an account on the list of options.

CONSENT TO OPEN ACCOUNT

Student choice of the account or consent required to open account before:

- Providing information about student to financial account provider
- · Sending access device to student
- Associating student ID with a financial account

REASONABLE ACCESS TO FUNDS

Requires reasonable access to fee-free ATMs or a surcharge-free ATM network.

- · Applies only to institutions located in a State.
- For T2 arrangements, the threshold of 5 percent of the average enrollment over the most recent 3 award years or an average of 500 credit balance recipients for the 3 most recent award years applies.

FEE MITIGATION

For T1 arrangements:

- Prohibits point-of-sale and overdraft fees.
- Requires at least 1 convenient mechanism for students to access title IV, HEA funds in full and in part without charge.



CONTRACT DISCLOSURE

Public disclosure of contracts governing arrangements and related costinformation.

CONTRACT INTERPRETATION

Requires institutions to establish and evaluate T1 and T2 arrangements in light of the best interests of students.

RefundSelect 2.0

Migration from Acceluraid to RefundSelect 2.0



Tier One (T1) Arrangement

- An institution located in a State has a contract with a third-party servicer under which the servicer performs one or more of the functions associated with processing direct payments of title IV, HEA program funds on behalf of the institution; and
- The institution or third-party servicer makes payments to—
 - One or more financial accounts that are offered to students under the contract;

Tier Two (T2) Arrangement

 An institution located in a State has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to Students enrolled at the institution.

- Heartland ECSI is considered a third-party servicer
- Acceluraid and RefundSelect 2.0 solutions fall under a Tier One (T1) arrangement by processing direct payments and offering an account option



Student Choice Process

- Prohibits institutions from requiring students to open a specific financial account to receive credit balances
- Provides students a list of options for receiving credit balance funds with each option presented in a neutral manner
- Lists pre-existing accounts as the first, and most prominent, option, with no option preselected
- Establishes that aid recipients have the right to receive funds to existing accounts
- Ensures that electronic payments to pre-existing accounts are initiated as timely as and are no more onerous than payments made to an account on the list of options
- Ensure that a student who does not make a selection is paid the full credit balance within the appropriate time-period (14 days) - by EFT, check, or cash with signed receipt

- Cards cannot be preissued
- No card activation to make refund delivery method choice – choices shown in a neutral manner
- Refund choices must be displayed with direct deposit being the first option
- Offering paper checks in the selection process are optional
- RefundSelect can default to a paper check for a fee to the school or the funds can be returned to the school at no charge



- Consent to Open Account
 - Student choice of the account or consent required to open account before:
 - Providing information about student to financial account provider
 - · Sending access device to student
 - Associating student ID with a financial account
 - Under a T1 arrangement, ensure that any personally identifiable information that is shared with the third-party servicer before the student makes a selection
 - Does not include information about the student, other than directory information under 34 CFR 99.3 that is disclosed pursuant to 34 CFR 99.31(a)(11) and 99.37, beyond—
 - A unique student identifier generated by institution (no SSN)

- Cards cannot be preissued
- No longer need last four of student's SSN to be provided in the file format
- Directory data can be supplied prior to opening refund account including student ID number and date of birth per FERPA



- Reasonable Access to Funds
 - Requires reasonable access to fee-free ATMs or a surcharge-free ATM network
 - Sufficient in number and housed and serviced such that
 - Title IV funds are reasonably available to students, including at the times the institution or its thirdparty servicer makes direct payments into the financial accounts of those students

- Unlimited fee-free access to ATM's placed on campus and over 60,000 surcharge-free ATMs nationwide provided by MoneyPass and Allpoint
- Free Cash Advances at 40,000 bank branches; additional fees may be charged by bank branch for service



- Fee Mitigation T1 Arrangement
 - Pronibits fees for opening the financial account or initially receiving an access device
 - Prohibits point-of-sale and overdraft fees
 - Prohibits fees for conducting a balance inquiry or withdrawal of funds at an ATM in a State that belongs to the surcharge-free regional or national network
 - Provides convenient access to title IV lungs
 - In part and in full up to the account.

 balance
 - via domestic withdrawals and transfers without pharge

- Offered Student Checking account charges no fee for opening the account or receiving the associated debit card
- · No overdraft/NSF fees
- No fees for PIN or Signature POS transactions. Also, no fees for balance inquiry or withdrawals at In-Network and surcharge-free ATM networks
- No fee to transfer funds via ACH to external bank account



Current Acceluraid Solution

Refund Method Selection Refund Disbursement Card Account Features · Online and mobile access · School sends · Prepaid Cards are predisbursement file and to account to view issued based on monies balance, transactions, etc. enrollment file from school Monies are disbursed to Load additional monies to · Student activates prepaid student using student's card or transfer funds card and selected refund method Manage demographic Accepts card as refund information on account delivery method No account opening, no - OR --PIN or overdraft fees Changes to direct · Low cost for account deposit usage -- OR --· 24x7 toll-free and online Changes to paper student support check



RefundSelect Solution

What would change?

Refund Method Selection

- Student makes refund delivery selection online
- · Selection options include
 - Direct deposit
 - OR --
 - Student Checking Account
 - -- OR --
 - Paper check
- * Student Checking Account opened and debit card issued upon application approval

Refund Disbursement

- School sends disbursement file and monies to HECSI
- Manies are disbursed to student using selected refund method
- If the student does not make a refund method selection, RefundSelect can default to paper check for a fee to the school or the funds can be returned to school at no charge if a student does not make a selection

Checking Account Features

- Online and mobile access to account to view balance, transactions, etc.
- Load additional montes to card or transfer funds
 Manage demographic
- Manage demographic information on account
- FDIC insured demand deposit account Student Checking Account (not prepaid card)
- Checks for Student Checking Account provided to upon request by student
- · Cashback Rewards
- 24x7 toll-free and online support



- Current contracts revisions
- ATM transfer
- Sunset of current Discover Prepaid Card account
- · Communication for new Student Checking account
- Offering current Discover Prepaid Card Holders the opportunity to apply for new Student Checking account
- · Enrollment and disbursement file formats
- Timing with school's disbursement schedule



- Current contract revisions
 - · HECSI in the process of revising
 - · Confidentiality and privacy agreement
 - · Funds disbursement agreement
 - ATM agreement
 - Estimated target date for contract updates February 15, 2016



- ATM Transfer
 - · ATM hardware is under review for support and servicing.
 - · Network monitoring provider may change.
 - · Bank that oversees campus placed ATM's.
 - ATMs will be re-branded for new Student Checking account to ensure students with this account will know the ATM offers fee free access.
 - Estimated target date for ATM Transition Plan March 1, 2016



- Student Communications
 - 1) Sunset of current Discover Prepaid Card account
 - Communication of opportunity to apply for a new Student Checking account
 - Discover Prepaid Card Holders log into RefundSelect portal to initiate process to select new Student Checking account or other refund delivery method
- Sunset of current Discover Prepaid Card account
 - · Communications to students explaining reason for sunset of Discover Prepaid Card program
 - · Options for replacement of Discover Prepaid Card account
 - All communications to be drafted and delivered by April 1, 2016
- Communication for new Student Checking account and migration of current Discover Prepaid
 Card Holders to new Student Checking Account
 - Communications to students identifying available refund options with instructions on selection process
 - Information regarding new Student Checking account
 - All communications to be drafted and delivered by May 1, 2016 and on-going through July 1, 2016



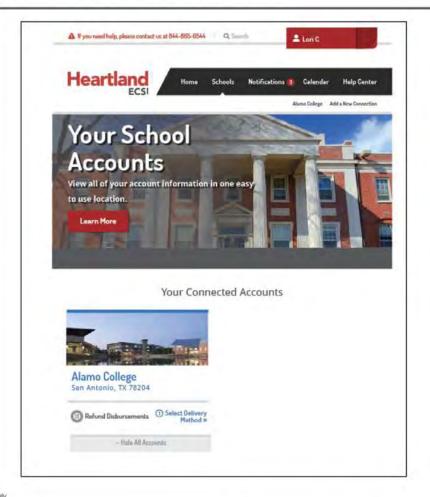
- Enrollment and Disbursement File Formats
 - · Drop last four (4) of the SSN.
 - · Existing file formats will be mapped by HECSI to new file formats



- Timing with school's disbursement schedule
 - HECSI and Alamo to work through project plan based on Alamo's 2016 disbursement schedule
 - Continuing discussions with estimated target date for fleshed out plan March 15, 2016.

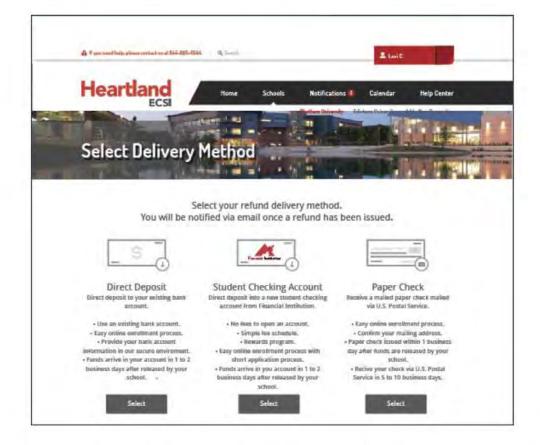


Student Experience - Dashboard





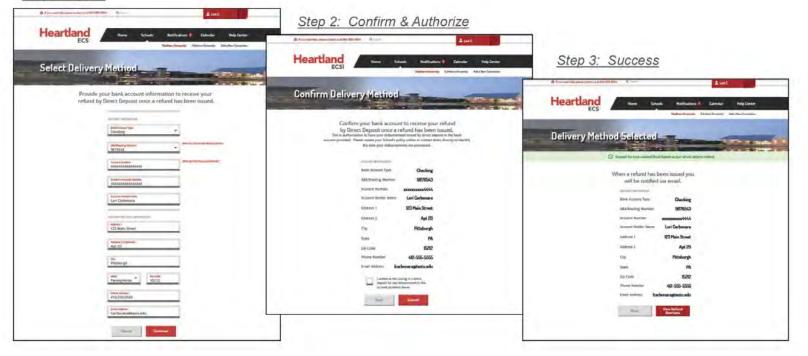
Student Experience - Make a Selection





Student Experience - Direct Deposit

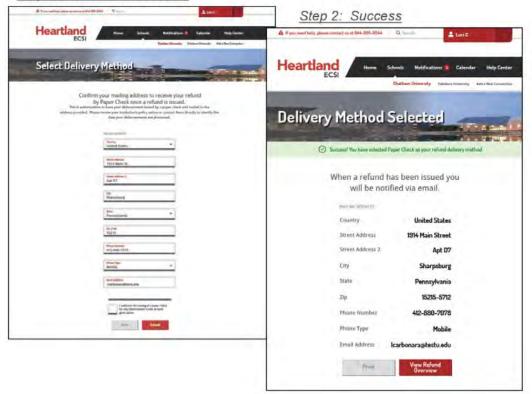
Step 1: Enter





Student Experience – Paper Check

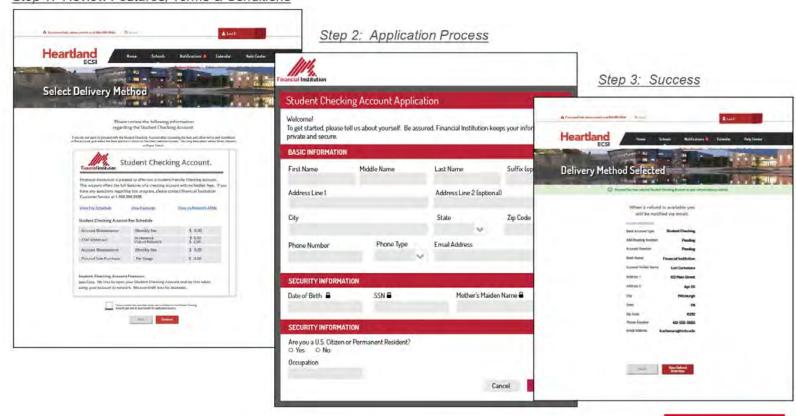
Step 1: Confirm & Authorize





Student Experience - New Student Checking Account

Step 1: Review Features, Terms & Conditions



Heartland ECSI

Student Checking Account Features

- No monthly fees, no balance or activity requirements
- · Earn cash back on every purchase and payment
- Free withdrawals at over 60,000 ATMs nationwide –
 Allpoint and MoneyPass
- · Free debit card and checks
- · Free online bill pay and mobile check deposit
- No overdraft or NSF fees
- 24/7/365 customer service





DOE New Regulations - Timeline for Contract Disclosure

The new Cash Management rule from the Department of Education (ED) requires disclosure by institutions with Tier 1 or Tier 2 relationships of certain key information about the financial accounts offered to their students. Here is a timeline of when these disclosures must begin:

July 1, 2016 (rule effective date)

- Disclose via the student choice menu the major features and commonly assessed fees associated with each T1 or T2 financial account option;
- Provide students with a URL link to the terms and conditions of each T1 or T2 financial account;

September 1, 2016

- Disclose the contract(s) that define T1 and T2 relationships conspicuously on the institution's web site;
- Provide to the Secretary an up to-date URL for these contracts for publication in a centralized database accessible to the public;

July 1, 2017

• Disclose the major features and commonly assessed fees associated with T1 and T2 financial accounts using the format, content, and update requirements specified by the Secretary in the Federal Register;

September 1, 2017

- Disclose conspicuously on the institution's web site, in a format established by the Secretary, the total consideration for the most recently completed award year paid or received by the parties under the terms of T1 or T2 contracts;
- Disclose the number of students who had financial accounts under the contracts at any time during the most recently completed award year and the mean and median of the actual costs incurred by those account holders.

Excerpts from Cash Management rule published October 29, 2015:

 $\S 668.164(d)$ Direct payments.

- (1) Student choice.
- (i) An institution located in a State that makes direct payments to a student by EFT and that enters into an arrangement described in paragraph (e) or
- (f) of this section, including an institution that uses a third-party servicer to make those payments, must establish a selection process under which the student chooses one of several options for receiving those payments.

- (B) In describing the options under its selection process, the institution—
- (2) Must list and identify the major features and commonly assessed fees associated with each financial account offered under the arrangements described in paragraphs (e) and (f) of this section, as well as a URL for the terms and conditions of each account. For each account, if an institution by July 1, 2017 follows the format, content, and update requirements specified by the Secretary in a notice published in the Federal Register following consultation with the Bureau of Consumer Financial Protection, it will be in compliance with the requirements of this paragraph with respect to the major features and assessed fees associated with the account;
- § 668.164(e) Tier one arrangement.
- (2) Under a T1 arrangement, the institution must—
- (vi) No later than September 1, 2016, and then no later than 60 days following the most recently completed award year thereafter, disclose conspicuously on the institution's Web site the contract(s) establishing the T1 arrangement between the institution and third-party servicer or financial institution acting on behalf of the third-party servicer, as applicable, except for any portions that, if disclosed, would compromise personal privacy, proprietary information technology, or the security of information technology or of physical facilities;
- (vii) No later than September 1, 2017, and then no later than 60 days following the most recently completed award year thereafter, disclose conspicuously on the institution's Web site and in a format established by the Secretary—
- (A) The total consideration for the most recently completed award year, monetary and non-monetary, paid or received by the parties under the terms of the contract; and
- (B) For any year in which the institution's enrolled students open 30 or more financial accounts under the T1 arrangement, the number of students who had financial accounts under the contract at any time during the most recently completed award year, and the mean and median of the actual costs incurred by those account holders;
- (viii) Provide to the Secretary an up to-date URL for the contract for publication in a centralized database accessible to the public;

From: Manez, Andrea V

Sent: Wednesday, August 06, 2014 9:07 AM

To: 'Lorraine.Carbonara@e-hps.com' **Cc:** dst-contractadmin; 'Norwood, Dan'

Subject: RE: Addendum to the Acceluraid Agreement Pursuant to Federal Regulation 34 CFR, Page 668.25

Good morning Ms. Carbonara,

This e-mail serves as acknowledgement of receipt of Addendum to the Acceluraid Agreement Pursuant to Federal Regulation 34 CFR, Page 668.25.

The Addendum has been added to our Acceluraid Services Agreement.

Thank you,

andrea

Andrea V. Manez
District Project Coordinator
Purchasing & Contract Administration
1743 N. Main, Bldg. 41
San Antonio, TX 78212
210/485-0139
210/486-9022
amanez@alamo.edu



Recipients of the National Achievement of Excellence in Procurement Award

From: CS-Announcements-Heartland ECSI [mailto:EAnnouncements@ecsi.net]

Sent: Thursday, July 24, 2014 9:01 AM

To: Snyder, Diane E

Subject: Addendum to the Acceluraid Agreement Pursuant to Federal Regulation 34 CFR, Page 668.25

Dear Ms. Snyder,

Please find attached Addendum A to your Acceluraid Services Agreement pursuant to Federal Regulation 34 CFR, Part 668.25. This Addendum is being provided to you to comply with the above regulation. Please attach to your Acceluraid Services Agreement.

Please confirm receipt of this Addendum via email to <u>Lorraine.Carbonara@e-hps.com</u>. If you have any questions, please contact your Client Support Representative.

Sincerely,

Rod Allen

Rod Allen

Program Manager

Heartland Campus Solutions ECSI



ADDENDUM A

Pursuant to Federal Regulation 34 CFR, Part 668.25, Heartland agrees to:

- (A) Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes Title IV of the Higher Education Act;
- (B) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is a reasonable cause to believe that the School might have engaged in fraud or other criminal misconduct in connection with School administration of any Title IV, Higher Education Act program or applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with this application. Examples of other types of information that must be referred are: (a) false claims by the School for Title IV, Higher Education Act program assistance; (b) false claims of independent student status; (c) false claims of citizenship; (d) use of false identity; (e) forgery of signatures or certification; and (f) false statements of income;
- (C) Be jointly and severally liable with School to the Secretary of the Department of Education for any violation by Heartland of any statutory provision of or applicable Title IV of the Higher Education Act, any regulatory provision prescribed under the statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to the Title IV of the Higher Education Act; and
- (D) If Heartland or School terminates the contract, or if Heartland stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to School all records in Heartland's possession pertaining to School's participation in the program or programs for which services are no longer provided; and funds, including Title IV, Higher Education Act program funds, received from or on behalf of School or School's students, for the purpose of the program or programs for which services are no longer provided.

Pursuant to Federal Regulation 34 CFR, Part 668.25, if School participates in a Title IV Higher Education Act program, School agrees to notify the Secretary of the Department of Education within 10 days of the date that:



- (A) School enters into a new contract or significantly modifies an existing contract with Heartland to administer any aspect of that program;
- (B) School or Heartland terminates all or any portion of the agreement to administer any portion of that program; or
- (C) if Heartland stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. School's notification must include the name and address of Heartland.

If School contracts with Heartland to administer any aspect of School's participation in a Title IV Higher Education Act program, it shall provide to the Secretary of the Department of Education, upon request, a copy of the agreement for the administration of that program, including any modifications, and provide information pertaining to the contract or to Heartland's administration of School's participation in any Title IV, HEA program.

Page 2 Revised July 24, 2014



July 24, 2014

Alamo Community College District
Attn: Diane Snyder, Vice Chancellor for Finance & Administration
201 W. Sheridan
San Antonio, TX 78204

RE: Addendum to the Acceluraid Agreement Pursuant to Federal Regulation 34 CFR, Page 668.25

Dear Ms. Snyder,

Please find attached Addendum A to your Acceluraid Services Agreement pursuant to Federal Regulation 34 CFR, Part 668.25. This Addendum is being provided to you to comply with the above regulation. Please attach to your Acceluraid Services Agreement.

Please confirm receipt of this Addendum via email to <u>Lorraine.Carbonara@e-hps.com</u>. If you have any questions, please contact your Client Support Representative.

Sincerely,

Rod Allen

Rod Allen Program Manager Heartland Campus Solutions ECSI