STUDENT BORROWER
PROTECTION CENTER

ADDING INSULT TO INJURY

New Evidence of How the Department of Education and the Student Loan Industry Failed Borrowers during COVID—and Why the Biden Administration Must Act

April 2021

Introduction

The student loan system is broken. Time and time again, the Department of Education (ED) and its contracted student loan servicers violate borrowers' rights,[1] break promises to public service workers,[2] and wholly fail to implement basic consumer protections required under the law.[3]

This report outlines additional new evidence that ED and the student loan industry cannot be trusted to comply with basic legal mandates for borrower protection—this time, even in the face of congressional action to combat the economic fallout of a deadly pandemic.

As part of its investigative work around the consequences of COVID-19 for student loan borrowers, the Student Borrower Protection Center (SBPC) uncovered never-before-seen data and correspondence between ED and federal student loan servicers related to their bungled implementation of the protections required under the CARES Act. Our investigation revealed that the Department of Education and the student loan industry's failure to enact legally mandated student borrower protections during the COVID-19 pandemic runs even deeper than previously known.[4]

Our investigation revealed that the Department of Education and the student loan industry's failure to enact legally mandated student borrower protections during the COVID-19 pandemic runs even deeper than previously known.

[1] *Administrative Wage Garnishment Complaint Against Department of Education Secretary Betsy DeVos*, Student Borrower Prot. Ctr., https://protectborrowers.org/suing-betsy-devos-to-stop-illegal-wage-garnishments/.

[2] Press Release, Am. Fed'n of Teachers, Class-Action Lawsuit Launched Against Student Loan Servicer Navient over PSLF (Oct. 3, 2018), https://www.aft.org/press-release/class-action-lawsuit-launched-against-student-loan-servicer-navient-over.

[3] *New Government Data Exposes Complete Failure of Education Department's Income-Driven Repayment Program*, Nat'l Consumer L. Ctr. (Mar. 8, 2020), https://www.nclc.org/uncategorized/new-government-data-exposes-complete-failure-of-education-departments-income-driven-repayment-program.html.

[4] Samantha Chatman, *Lawsuit: Student Loan Company Great Lakes' Error Causes Widespread Credit Score Drops*, ABC7 (June 16, 2020), https://abc7chicago.com/what-is-credit-score-a-student-loan-great-lakes-loans/6237227/.

In particular, in tens of thousands of newly uncovered cases, federal student loan servicers told consumer reporting agencies (companies like Equifax, Experian, and TransUnion) that borrowers across the country had stopped paying on their student loans—an action that appears to have violated borrowers' rights under the CARES Act and may also violate federal and state consumer financial law, particularly the Fair Credit Reporting Act (FCRA).

The CARES Act entitled all borrowers with student loans owned by ED to an interest-free payment pause and other key protections, including credit protection. From March 27, 2020 through the end of September 2020, federal law guaranteed borrowers that:

> *During the period in which the Secretary suspends payments on a [federal student loan owned by the U.S. Department of Education], the Secretary shall ensure that, for the purpose of reporting information about the loan to a consumer reporting agency, any payment that has been suspended is treated as if it were a regularly scheduled payment made by a borrower.*[5]

Yet, in seeming violation of these rights, companies like Navient and PHEAA furnished information to consumer reporting agencies indicating that borrowers had stopped paying or had fallen behind. Errors in credit reporting can be extremely costly for borrowers,[6] and it can be especially difficult for consumers to correct errors, seek justice, or even obtain basic information about their situation when furnishers and consumer reporting agencies make mistakes.[7]

[5] P.L. 116-136; In parallel to the enactment of the CARES Act, which covered Direct Loans and federally held loans made under the now-defunct guaranteed loan program (FFELP loans), the Department of Education, via executive action, extended these protections to all borrowers with loans held by the Department of Education, including borrowers with loans made under the Perkins Loan program. This extension is noteworthy because, as the following section describes in detail, ECSI, the Education Department's designated Perkins loan servicer, appears to have committed widespread errors when furnishing credit information. For further discussion of the executive actions related to the COVID-19 payment suspension, *see* Federal Student Aid Programs: HEROES Act Waiver Correction, U.S. Dep't of Educ. (Dec. 11, 2020), https://www2.ed.gov/documents/coronavirus/20201211-heros-waiver-correction.pdf.

[6] *In FTC Study, Five Percent of Consumers Had Errors on Their Credit Reports That Could Result in Less Favorable Terms for Loans*, Fed. Trade Comm'n (Feb. 11, 2013), https://www.ftc.gov/news-events/press-releases/2013/02/ftc-study-five-percent-consumers-had-errors-their-credit-reports.

[7] Penelope Wang, *Why It's Still So Hard to Fix Credit Report Errors*, Consumer Reports (Jan. 8, 2020), https://www.consumerreports.org/credit-scores-reports/why-its-still-hard-to-fix-credit-report-errors/.

Moreover, it is not clear from the records the SBPC obtained whether ED investigated the root causes or full extent of these errors, attempted to determine whether or how badly affected borrowers suffered direct financial harm, or ordered remediation for injured borrowers. Of equal importance, it remains unknown whether ED instituted consequences for companies that apparently broke the law or whether it collaborated with state and federal regulators and law enforcement agencies such as the Consumer Financial Protection Bureau (CFPB) to remedy potential violations of consumer's rights, including those afforded by FCRA.

The apparent non-enforcement of FCRA in this case offers a clear illustration of systemic mismanagement of risk by ED, particularly as it relates to the performance of its student loan contractors. Among other requirements, FCRA requires the companies that furnish credit information to consumer reporting agencies ("furnishers") to do so accurately and provides a scheme to remedy any credit damage caused by inaccurate furnishing of credit information.[8] Importantly, this accuracy standard cannot be enforced by ED—it can only be enforced by federal and state consumer protection officials.[9]

The seemingly insular and obstructive tactics by ED during the last administration underscore why the Biden Administration must immediately revoke the disastrous Trump-era guidance that continues to block the CFPB and state consumer protection agencies from overseeing and enforcing consumer protection laws against the student loan industry. To date, the administration has still not taken this key step to permit strong, independent oversight of the student loan industry and protect borrowers. The findings in this report make clear that borrowers will not be safe from these and innumerable other harms until it does.

[8] 15 U.S.C § 1681s–2.

[9] 15 U.S.C § 1681s.

Findings

It is already a matter of the public record that ED and the student loan servicing industry allegedly failed to faithfully implement the protections afforded in response to COVID-19.[10] For example, a lawsuit filed in May 2020[11] alleged that the student loan servicer Great Lakes incorrectly reported to consumer reporting agencies that nearly 5 million borrowers had stopped paying on their student loans—an apparent violation of the CARES Act. This error may have damaged millions of borrowers' credit scores during a pandemic,[12] possibly leaving those borrowers vulnerable to added costs when they could afford them least. Even the head of ED's Office of Federal Student Aid ultimately conceded that borrowers' credit information furnished by ED's contractors was "inaccurate."[13]

Seeing these widespread industry failures amid borrowers' continued struggles to keep up with student debt during the pandemic,[14] the SBPC submitted a request through the Freedom of Information Act (FOIA) regarding ED and its servicers' implementation of the CARES Act. The goal of this request was to learn more about the root causes of these breakdowns, how widely they had spread, and what was being done to help the borrowers they harmed.

The documents uncovered in response to this FOIA request offer new insight into how broadly the system failed during the start of the pandemic and how little has been done to make affected borrowers whole.

[10] Student Borrower Prot. Ctr., *supra* note 1.

[11] ABC7, *supra* note 4.

[12] Aarthi Swaminathan, *Student Borrowers Sue Over 'Illegally Damaged' Credit Scores Amid Coronavirus Pandemic*, Yahoo (May 21, 2020), https://www.yahoo.com/entertainment/student-borrowers-sue-credit-scores-coronavirus-pandemic-114704744.html.

[13] @FSACOO, Twitter (May 26, 2020, 3:00 PM) https://twitter.com/fsacoo/status/1265402482123030528?lang=en.

[14] Ben Kaufman & Persis Yu, *It's Time for Washington to Stand Up for Millions of Student Loan Borrowers Struggling Without Relief During COVID*, Student Borrower Prot. Ctr. (Feb. 16, 2021), https://protectborrowers.org/its-time-for-washington-to-stand-up-for-millions-of-student-loan-borrowers-struggling-without-relief-during-covid/.

Servicers improperly told consumer reporting agencies that tens of thousands of borrowers had stopped paying their bills, sometimes for months

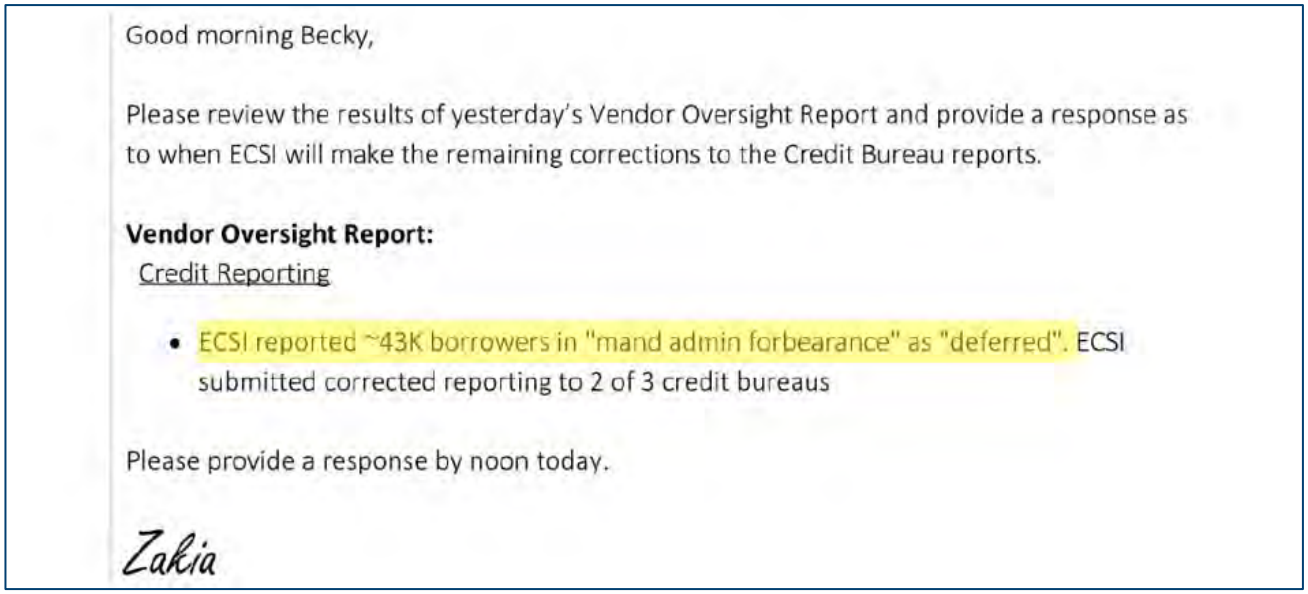
Records received in response to the SBPC's request make clear that Great Lakes was not the only federal student loan servicer that ED *knew* to have incorrectly told credit reporting agencies that borrowers had stopped paying on their loans. Instead, these servicers furnished borrowers as being in "deferment," possibly harming their credit. Correspondence between ED and the servicer ECSI[15] reveals that "ECSI reported ~43K borrowers in 'mand[atory] admin[istrative] forbearance' as 'deferred.'" This is the same error identified in the previously mentioned lawsuit against Great Lakes, meaning it may have caused thousands of borrowers to endure the same credit damage that millions of Great Lakes customers experienced. Given the timing of the emails the SBPC uncovered, it is also possible that ECSI's errors persisted into June 2020, months after the passage of the CARES Act and long after the Education Department assured the public that the furnishing of "inaccurate" credit information had ceased.[16]

Records received in response to the SBPC's request make clear that Great Lakes was not the only federal student loan servicer that ED knew to have incorrectly told credit reporting agencies that borrowers had stopped paying on their loans.

[15] ECSI is a private company responsible since 2013 for servicing federal Perkins loans. *See* Fed. Student Aid, *(Campus-Based) Subject: Perkins Loan Servicing Information - Federal Perkins Loan Servicer Transition* (Nov. 1, 2010), https://fsapartners.ed.gov/knowledge-center/library/electronic-announcements/2013-11-01/campus-based-subject-perkins-loan-servicing-information-federal-perkins-loan-servicer-transition.

[16] Michael Stratford, *Democrats Urge DeVos to Punish Student Loan Firm for Emergency Relief Blunder*, Politico (May 29, 2020, 6:00 AM), https://www.politico.com/news/2020/05/29/democrats-devos-student-loan-blunder-288148.

Figure 1: ECSI incorrectly reported "~43k borrowers" as being in deferment—and ED may not have known for months[17]



Good morning Becky,

Please review the results of yesterday's Vendor Oversight Report and provide a response as to when ECSI will make the remaining corrections to the Credit Bureau reports.

Vendor Oversight Report:

Credit Reporting

- ECSI reported ~43K borrowers in "mand admin forbearance" as "deferred". ECSI submitted corrected reporting to 2 of 3 credit bureaus

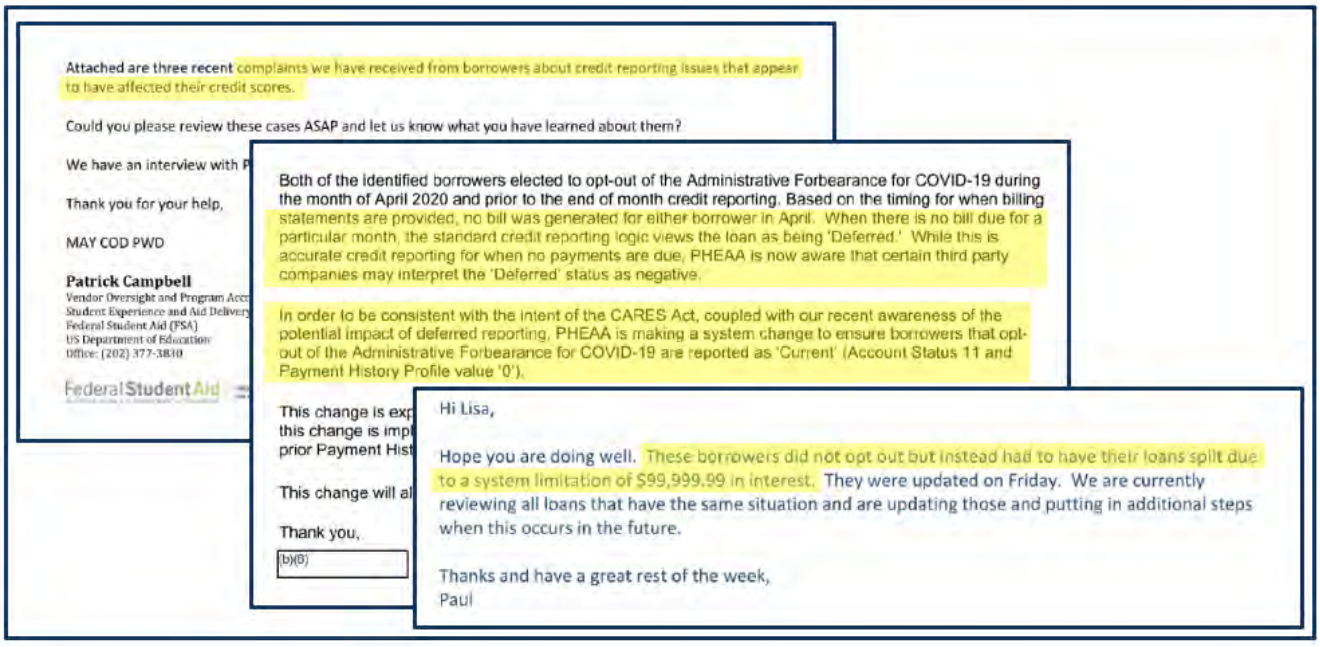
Please provide a response by noon today.

Zakia

Additionally, in an unknown number of cases, the federal student loan servicer PHEAA also incorrectly reported borrowers who opted out of the payment pause offered by the CARES Act (that is, borrowers who chose to continue making interest-free payments to pay down their loans) as having stopped paying on their loans. This error led to what one ED official described as "complaints . . . from borrowers about credit reporting issues that appear to have affected their credit scores."

[17] Appendix at 90.

Figure 2: PHEAA incorrectly reported borrowers as being in deferment in part because its system was not equipped to handle their loans[18]



As depicted in Figure 2, the credit furnishing error that affected borrowers who opted out of the payment pause appears to have also affected borrowers who did not opt out at all. This second cohort of borrowers appear to have been affected due to an obscure system error by PHEAA. In particular, these borrowers had their loans split by the student loan giant into two accounts in its loan management system. PHEAA represented to ED that it split these borrowers' accounts because its internal system does not allow for ledger entries with more than $99,999.99 in accrued interest. Plainly put, borrowers who shouldered runaway interest charges before the pandemic—typically due to enrollment in an income-driven repayment plan—suffered credit damage likely because of their use of this debt relief option.

These findings illustrate how America's student loan system can be a debt trap for those who cannot afford their loan payments. They also offer yet another sign that borrowers are forced to shoulder the burden when servicers make costly mistakes, while servicers do not face repercussions even in the face of a congressional inquiry.[19]

[18] Appendix at 130-132, 137.

[19] Stratford, *supra* note 16.

The student loan industry appears to have inconsistently handled thousands of defaulted borrowers' credit reporting

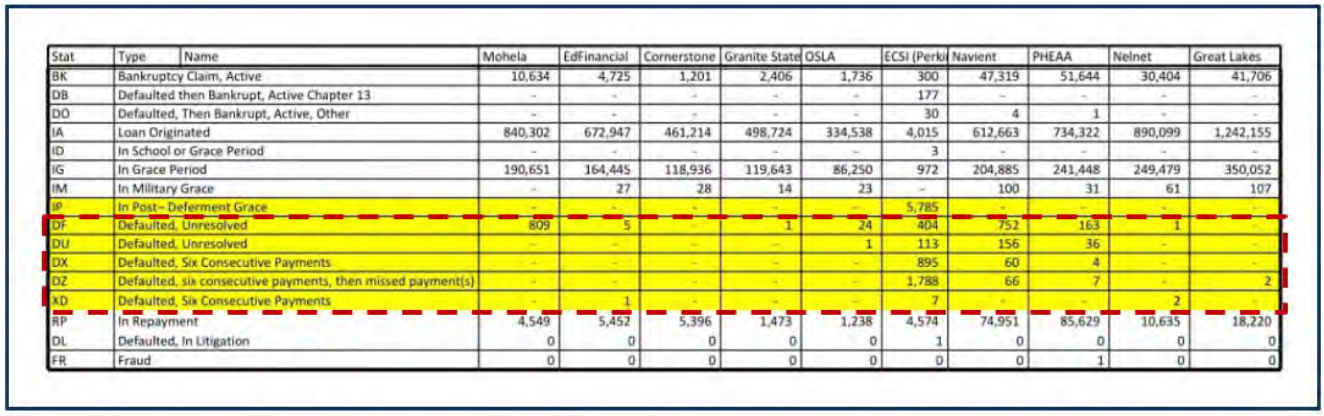
Unfortunately, the botched implementation of the CARES Act appears to have extended beyond inaccurate information indicating that borrowers were in deferment. In thousands of other cases, borrowers who were already struggling under the weight of student loan debt—those in default—were apparently denied protections guaranteed under the law.

Documents uncovered through the SBPC's investigation reveal that ED conducted an internal inquiry to determine how many borrowers the Department's contracted servicers reported as being in each possible repayment status for the month of April 2020. The results of this inquiry reveal stark inconsistencies across servicers in the treatment of borrowers with loans in default. In particular, in over 5,290 instances, servicers reported borrowers as being in default when that status may not have been appropriate.

For many of these servicers, such as Navient, the small number of borrowers reported as being in default relative to the large size of their portfolio (1,034 borrowers out of 5.6 million)[20] raises concerns that these borrowers fell through the cracks of the companies' implementation of the CARES Act. It also reveals potential weakness in companies' compliance management systems intended to prevent the furnishing of inaccurate credit information. More broadly, the fact that some servicers reported at least some borrowers as being in default while others did not points to inconsistency and ineffectiveness by industry and ED, including a possible lack of clear guidance from ED regarding how to furnish credit information about defaulted borrowers. These findings raise serious unanswered questions for the Department and for servicers about how the CARES Act was implemented, whether inaccurate information addressed, whether any harm to borrowers was remedied, and whether companies that broke the law were held responsible.

[20] *Federal Student Loan Portfolio*, Fed. Student Aid, https://studentaid.gov/data-center/student/portfolio.

Figure 3: In over 5,290 instances, borrowers may have been inappropriately reported as being in default[21]



Stat	Type Name	Mohela	EdFinancial	Cornerstone	Granite State	OSLA	ECSI (Perki	Navient	PHEAA	Nelnet	Great Lakes
BK	Bankruptcy Claim, Active	10,634	4,725	1,201	2,406	1,736	300	47,319	51,644	30,404	41,706
DB	Defaulted then Bankrupt, Active Chapter 13	-	-	-	-	-	177	-	-	-	-
DO	Defaulted, Then Bankrupt, Active, Other	-	-	-	-	-	30	4	1	-	-
IA	Loan Originated	840,302	672,947	461,214	498,724	334,538	4,015	612,663	734,322	890,099	1,242,155
ID	In School or Grace Period	-	-	-	-	-	3	-	-	-	-
IG	In Grace Period	190,651	164,445	118,936	119,643	86,250	972	204,885	241,448	249,479	350,052
IM	In Military Grace	-	27	28	14	23	-	100	31	61	107
IP	In Post-Deferment Grace	-	-	-	-	-	5,785	-	-	-	-
DF	Defaulted, Unresolved	809	5	-	1	24	404	752	163	1	-
DU	Defaulted, Unresolved	-	-	-	-	1	113	156	36	-	-
DX	Defaulted, Six Consecutive Payments	-	-	-	-	-	895	60	4	-	-
DZ	Defaulted, six consecutive payments, then missed payment(s)	-	-	-	-	-	1,788	66	7	-	2
XD	Defaulted, Six Consecutive Payments	-	1	-	-	-	7	-	-	2	-
RP	In Repayment	4,549	5,452	5,396	1,473	1,238	4,574	74,951	85,629	10,635	18,220
DL	Defaulted, In Litigation	0	0	0	0	0	1	0	0	0	0
FR	Fraud	0	0	0	0	0	0	0	1	0	0

Notably, should Navient's reporting of borrowers as being in default have been (as appears) in error, it also would not be the first time that the company allegedly broke the law through furnishing errors. In the Consumer Financial Protection Bureau's lawsuit against the company, for example, the Bureau alleged that Navient,[22] "[h]armed the credit of disabled borrowers, including severely injured veterans" by misreporting to consumer reporting agencies that borrowers whose loans had already been discharged under the federal Total and Permanent Disability discharge program were in default. California made a similar charge in its own lawsuit against the company.[23]

Borrowers will remain at risk until ED rolls back failed obstructionist policies and collaborates with federal and state law enforcement

The widespread breakdowns described above are a direct result of Betsy DeVos's unprecedented efforts to block independent federal and state consumer protection agencies from conducting strong oversight of the student

[21] Appendix at 102.

[22] *CFPB Sues Nation's Largest Student Loan Company Navient for Failing Borrowers at Every Stage of Repayment*, Consumer Fin. Prot. Bureau (Jan. 18, 2017), https://www.consumerfinance.gov/about-us/newsroom/cfpb-sues-nations-largest-student-loan-company-navient-failing-borrowers-every-stage-repayment/.

[23] First Amended Complaint at 24, California v. Navient Co., (Cal. Super. Ct. 2018) (No. CGC-18-567732), https://oag.ca.gov/system/files/attachments/press_releases/CA%20AG%20First%20Amended%20Complaint%20-%20Navient.pdf.

loan industry. As noted above, only federal and state consumer protection officials—not the U.S. Department of Education—have the authority to enforce furnisher accuracy requirements under FCRA. It is clear that while regulators were held at bay and unlikely to act, the student loan industry botched its response to COVID-19 and left borrowers vulnerable when they needed help the most.

As the SBPC has written before,[24] Betsy DeVos took extraordinary administrative steps during her time as Secretary of Education to sideline these key consumer protection officials and keep them from protecting borrowers against industry abuse. The federal government and state agencies could have coordinated to protect borrowers from breakdowns at this critical moment and in response to Congress's enactment of badly needed protections; instead, ED waged a "turf war"[25] that affirmatively halted federal and state watchdogs from holding industry to account.[26] The present findings are a consequence of these choices.

Unfortunately, the Biden Administration has still not taken the steps necessary to roll back Betsy DeVos's disastrous policies and finally allow independent state and federal law enforcement officials to protect student loan borrowers. In particular, the Biden Administration has not yet rescinded the Trump-era guidance blocking state agencies and the CFPB from supervising and enforcing consumer protection laws against federal student loan servicers.[27] The breakdowns the SBPC uncovered throw into stark relief how badly borrowers need the Biden Administration to act.

Unfortunately, the Biden Administration has still not taken the steps necessary to roll back Betsy DeVos's disastrous policies and finally allow independent state and federal law officials to protect student loan borrowers.

Moreover, the findings outlined in this report also make clear that it would be unconscionable and dangerous for federal student loan borrowers to have their payments resume—as they are slated to in

[24] Tamara Cesaretti & Ben Kaufman, *Betsy DeVos's Policies are Still Blocking Law Enforcement from Protecting Borrowers During COVID. It's Time to Roll them Back.*, Student Borrow Prot. Ctr. (Feb. 2, 2021), https://protectborrowers.org/devos-policies/.

[25] Chris Arnold, *Exclusive: Turf War Blocked CFPB from Helping Fix Student Loan Forgiveness Program*, NPR (Oct. 15, 2019, 10:52 AM), https://www.npr.org/2019/10/15/769326896/exclusive-turf-war-blocked-cfpb-from-helping-fix-student-loan-forgiveness-progra.

[26] Aarthi Swaminathan, *'Misguided and Unsound': States Call on New Education Secretary to Stop Protecting Student Loan Services*, Yahoo (Mar. 9, 2021), https://finance.yahoo.com/news/states-call-on-education-secretary-to-stop-protecting-student-loan-servicers-150103632.html.

[27] Cesaretti & Kaufman, *supra* note 24.

October—without fundamental changes to the student loan system. The student loan industry appears to be wholly unprepared for the operational and technical challenges presented by an effort to simultaneously restart student loan payments for 30 million people in the midst of a global pandemic. The indications of widespread borrower harm documented in this report, coupled with the relative lack of evidence of a muscular, consumer-focused response, leave little reason to assume that the restart of federal student loan payments will be anything other than disastrous for borrowers.

Preventing this harm will require ED to pursue affirmative efforts to protect borrowers, including recognizing the critical role that independent financial regulators play under the law. Such a shift can leverage the expertise and capacity of federal and state law enforcement officials and regulators to police the practices of the student loan industry, including compliance with related consumer financial protection laws like FCRA.

Unfortunately, nearly three months into the Biden Administration, there has been little progress toward the realization of these badly needed student loan borrower protections.[28]

[28] *See, e.g.*, David Dayen, *The Education Department's Slow-Walk on Student Debt*, The Am. Prospect (Mar. 29, 2021), https://prospect.org/education/education-department-slow-walk-on-student-debt/.

Conclusion

Every effort to look more deeply into the breakdowns that pervade the student loan system uncovers even more chaos and borrower harm. The results of the SBPC's FOIA request related to the implementation of the CARES Act reveal yet another layer of failure that has injured student loan borrowers, underscoring what millions already know—that the current system cannot be trusted to operate in borrowers' financial interests and deliver on borrowers' rights under the law.

Appendix

The following are the results of a Freedom of Information Act request seeking records related to the implementation of the CARES Act by the student loan industry including but not limited to communications between the Department of Education and federal student loan servicers.

Business Operations Change Request Form

As Of: 3/16/20 3:41:53PM

Administrative Information

CR: 5475 **Drafted:** 3/13/20 5:32:11PM **Submitted:** 3/16/20 2:36:07PM

Title: National Emergency - 0.00% Interest Rate

Sponsor: Mark La Via **Business Analyst:** Emir Frisby

Anticipated Implementation Date: 03/19/2020 ***EMERGENCY***

Change Request Details

Reason (Business Need):

Due to the Coronavirus Pandemic National Emergency ED needs to provide relief for student loan borrowers.

Description (Requirements):

1. The interest rate of ALL federally held student loans (including Parent PLUS loans) shall be temporarily updated to 0.00% effective on 3/13/2020.
2. The 0.00% interest rate shall remain in effect until FSA instructs the servicer to end the rate (if an end date is required to make the change please use 3/31/2021 or later). FSA will provide official notification to servicers when the rate is to end.
3. The interest rate change shall be applied to ALL federally held loans in any status (including in school, in grace, in deferment, etc.).
4. The interest rate change is not expected to modify the borrower's current monthly payment amount or current loan status.

Does this change require a new network connection (Secure File Transfer Protocol is mandatory for all new connections)? No

IST Anticipated? No

FSA Service/System/Area Impacted

DMCS
CornerStone
EdFinancial
Granite State
Great Lakes
MOHELA
Navient
Nelnet
OSLA
PHEAA
PSLF
Perkins
TEACH
TPD
Z- Aspire- (Inactive 10/1/2015)
Z- Clearinghouse (inactive 1/13/15)
Z-DLCS (Inactive 6/30/16)
Z-VSAC (Inactive 8/15/16)

Validation - Artifacts and Corresponding Requirement IDs (Required for Services)

1. Screenshots or similar of any interest rate tables that have been updated to provide the 0.00% interest.
2. Screenshots of 25 borrower's loans (various statuses and loan types) showing the interest rate currently in effect on their loans is 0.00%.
3. Summarized counts for the number of borrowers and loans by loan program (DL, FFEL, Perkins, Other) in the servicer's active (non-$0) portfolio by current interest rate once implementation has been completed (if properly executed this should show one row per program with all borrower/loans @ 0.00% interest).

Artifacts Due Date: 03/23/2020 **BU Reviewer:** Frank Curran

Business Operations Change Request Form

As Of: 3/20/20 2:30:53PM

Administrative Information

CR: 5478 **Drafted:** 3/17/20 4:29:01PM **Submitted:** 3/20/20 1:52:12PM

Title: National Emergency 2020 - Stop Default Collection Activity

Sponsor: Pete Tyrell **Business Analyst:** Emir Frisby

Anticipated Implementation Date: 03/27/2020 ***EMERGENCY***

Change Request Details

Reason (Business Need):

Due to the Coronavirus Pandemic National Emergency ED needs to provide relief for student loan borrowers.

Description (Requirements):

1) Indefinitely suspend Treasury Offset (TOP) against all borrowers in the DMCS portfolio.
2) Indefinitely suspend Administrative Wage Garnishment against all borrowers in the DMCS portfolio. Specifically, the DMCS Servicer shall:
 a. Prevent the issuance of Notices of Proposed Wage Withholding (WG19), withholding orders to employers and any other notices to employers demanding payment
 b. Send stop garnishment notices to employers with borrowers in active garnishment (as warranted, the DMCS Servicer may develop and send a new notice to employers who have multiple borrowers in garnishment so that each employer only receives one notice)
 c. Provide FSA with an employer volume report showing a unique record by Employer EIN that includes the following data elements:
  i. Employer name
  ii. Employer address
  iii. Employer address status (e.g., invalid)
  iv. Employer phone number
  v. Number of borrowers in active garnishment
 d. Proactively contact employers who continue to send AWG payments more than 30 days after the stop garnishment notice is sent, as follows:
  i. Attempting to contact the employer by phone at least once a month
  ii. Sending notification to the borrower that garnishment has been suspended but continues
  iii. Re-sending a stop garnishment notice to the employer at least once
 e. Provide FSA with a report listing each account for which AWG payments are received more than 30 days after the stop garnishment notice has been sent. The first report shall be due 65 days after the first stop garnishment notices are sent as a result of this CR, and shall be due once a month thereafter. The report shall contain:
  i. Borrower number
  ii. Employer EIN
  iii. Employer name
  iv. Employer address
  v. Employer address status
  vi. Employer phone number
  vii. Workgroup (PCA name or in-house default workgroup)
  viii. Total dollar value of AWG payments received more than 30 days after stop offset notice
3) Indefinitely suspend placement of new borrower accounts with PCAs
 a. If a new debt is loaded for a borrower already assigned to a PCA, the debt shall be assigned to the PCA as normal
 b. The DMCS Servicer shall continue all normal file exchanges with the PCAs (daily financial transactions, etc.)
4) Initiate refund of all TOP payments included on the TOP collection file that the Servicer finished processing on 3/13/20, all TOP payments posted on or after 3/13/20 and all AWG payments received on and after 3/13/2020.
5) Provide FSA with a weekly report showing the progress of all refunds being processed.
6) Continue to process voluntary payments from borrowers.

7) Stop sending monthly payment coupon (billing) statements to borrowers.
8) Be aware of the following guidance FSA is giving to PCAs:
a. PCAs shall stop making outbound collection calls to borrowers who are not already working toward voluntary resolution of their debt
b. PCAs shall continue making outbound calls to borrowers who are working toward voluntary resolution of their debt only to the extent that the call helps the borrower remain in compliance with program requirements for the resolution being sought (e.g., the PCA may call to remind borrowers a payment for rehabilitation is due or has bounced)
c. PCAs shall continue responding to inbound communications from borrowers (calls, correspondence, etc.)

Also see National Emergency CR 5475 – 0% Interest Rate

Does this change require a new network connection (Secure File Transfer Protocol is mandatory for all new connections)? No

IST Anticipated? No

FSA Service/System/Area Impacted

DMCS
PCAs - CO Action Needed

Validation - Artifacts and Corresponding Requirement IDs (Required for Services)

Artifacts Due Date: **BU Reviewer:**

Business Operations Change Request Form

As Of: 3/31/20 3:46:03PM

Administrative Information

CR: 5505 **Drafted:** 3/27/20 3:04:23PM **Submitted:** 3/31/20 3:32:14PM

Title: HR 748 - Administrative Forbearance

Sponsor: Mark La Via **Business Analyst:** Emir Frisby

Anticipated Implementation Date: 04/10/2020 ***EMERGENCY***

Change Request Details

Reason (Business Need):

Due to the Coronavirus Pandemic National Emergency ED needs to provide relief for student loan borrowers.

Description (Requirements):

1. Servicers shall IMMEDIATELY cease ALL collection related activities on all borrowers and have this completed by April 3, 2020.
 a. Servicers should immediately stop all outgoing collection calls to borrowers.
 b. Servicers should immediately stop all billing notices informing borrowers they are due, or going to be due, for a payment.
 c. Servicers should immediately stop debiting borrowers bank accounts for borrowers on an ongoing auto-debit agreement.

2. Servicers shall apply a non-capping Administrative forbearance starting 3/13/2020 and ending on 9/30/2020. Servicer shall apply this forbearance to all borrower accounts no later than April 10, 2020.
 a. If the borrower was previously in another payment suspension status (deferment, forbearance, etc.) that status should be superseded by this status (see exceptions). If the prior status extends beyond 9/30/2020, the servicer shall reapply that status and use the end date related to that status beginning on 10/1/2020.
 i. EXCEPTIONS to this Administrative forbearance – The servicer shall NOT apply the administrative forbearance to any borrower currently in an in-school status, in grace status, bankruptcy status, or in-school deferment (including Parent PLUS in school and other enrollment related deferments). Borrowers currently in the process of applying for and receiving TPD (and already has payments suspended for that purpose) should not be placed into this forbearance. If currently in one of these deferments/statuses, but removed from that status prior to 9/30/2020, the borrower shall be placed into administrative forbearance through 9/30/2020.
 ii. NOTE: Borrowers currently in $0 IDR plans should also be placed into this forbearance. Borrowers on cancer deferment should be placed into this forbearance. Perkins borrowers should all be brought current and placed onto this forbearance (this supersedes the direction given in CR 5477 to continue to send Perkins loans received over 90 days delinquent to DMCS).
 iii. If borrowers who are in an excepted status (other than in-school/grace) specifically requests to be put into this forbearance the servicer shall apply the forbearance to the borrower's account.
 b. This forbearance should be applied to all federally held borrowers (Direct Loans, FFEL, and Perkins) but should not be applied to non-federally held FFEL or Perkins loans.
 c. Borrowers currently in school or grace but who enter repayment prior to 9/30/2020 shall be placed into this forbearance.
 d. Borrowers entering repayment as a newly originated loan (from COD or consolidation) shall be placed into this forbearance.
 e. During this period of forbearance, borrowers should not be required to make any payments and no collection activities should occur requesting payments.
 f. Any requests for deferment or forbearance during this status should be reviewed and if the borrower is deemed eligible, and the end date is after 9/30/2020, the borrower shall be placed into that status as of 10/1/2020.
 g. If the borrower is delinquent at the time the forbearance is applied, all prior periods of delinquency shall be covered by a non-capping administrative forbearance for the prior delinquency period. NOTE: The administrative forbearance used to cover prior delinquency is essentially as separate administrative forbearance - additional benefits (i.e. credit reporting, qualifying payments, etc.) of this current (ending 9/30/20) administrative forbearance only relate to the 3/13/20 – 9/30/20 time period, not during a forbearance applied to cover a prior delinquency.

3. Upon application of the Administrative forbearance period the servicer shall provide notification to the borrower.
a. FSA shall provide the notification template to be used and will include within the notice an explanation that: Payments have been suspended, interest has been waived (changed to 0%), Borrowers may continue to pay if they choose to, and the temporary nature of the suspension.
b. The notice template will be provided by 4/2/2020.

4. Servicers shall update their websites with information related to this administrative forbearance period. Updates shall be reviewed and approved by FSA prior to posting (Servicers can use FSA content as input/starting point for servicer website content).

5. Servicers shall NOT perform auto debiting of borrower's bank accounts during this period of forbearance.
a. Servicers shall refund payments received on/after 3/13/2020 only if the borrower requests the payment be refunded or if directed to do so by FSA (related to unique borrower scenarios).

6. Servicers shall NOT accrue any interest for any borrower during this period of forbearance.
a. Servicers shall update the loans with the 0% interest rate applied for CR 5475 to end that rate on 9/30/2020.
b. Servicers shall not count any months a borrower is in 0% interest due to CR 5475/CR 5505 toward any military type 0% interest period (do not count these months against the limited number of 0% months allowed).

7. Servicers shall report to credit reporting agencies as if a regularly scheduled payment was made by the borrower during this period of forbearance.
a. Reporting should indicate the borrower is current and have made their monthly payment of $0 (similar to $0 IDR).

8. Servicers shall treat this forbearance period as if payments for each month have been made in full and on-time and on a 10-year standard repayment plan towards loan forgiveness programs (PSLF/TEPSLF and IDR). This period of time will count toward these forgiveness programs even if the borrower is/was not on a qualifying repayment plan.
a. This period should also count as if in full, on-time payments were made for rebates or forced IDR/ICR.

9. The PSLF servicer shall treat this forbearance period as if borrowers have submitted qualifying employment certification information. Borrowers pursuing PSLF will not need to provide employment certification for this period of time in order for this time to count toward PSLF forgiveness.

10. Servicers shall extend all IDR plan and cancer deferment recertification/end dates (if they end or require recertification prior to 9/30/2020) for 6 months from the current recertification/end date, if the extended date is prior to 10/1/2020, extend that date to 10/1/2020. [No recertification or end date should occur during the forbearance period]
a. Servicers shall allow borrowers to recertify and/or update income submissions during this time if the borrower wants to.

11. Servicers shall provide notices to borrowers beginning on August 1, 2020.
a. Servicers shall provide at least 6 notices to the borrowers.
b. FSA shall provide the notices to be provided no later than July 1, 2020. FSA will work with servicers to determine the sequence, timing, format, and text of each notice to be sent to borrowers.

12. Servicers shall allow a borrower to request to opt out of this forbearance period.
a. Servicers shall continue to accrue interest at 0% for borrowers that have opted out of forbearance period through 9/30/2020.
b. Servicers shall resume normal repayment activities for borrowers who have opted out of the forbearance.
c. Servicers shall allow borrowers to opt back into the forbearance if the borrower requests after having opted out.
d. If at any point prior to 9/30/2020 the borrower becomes over 30 days delinquent the borrower shall be placed back into this Administrative forbearance through 9/30/2020.

13. Servicers shall report the Administrative forbearance period to NSLDS as an "MA" forbearance code (to assist with tracking these forbearances). If an administrative forbearance is used to cover prior delinquency (prior to 3/13/20 period) those administrative forbearances should continue to be reported as AD.

14. Servicers shall provide daily reporting (each business day) via email to FSA identifying Administrative forbearance statistics. Reports shall be provided by 11:00 am ET and sent to tivas.reports@ed.gov; Patrick.Campbell@ed.gov, Mark.LaVia@ed.gov, and Marc.Piccolo@ed.gov (other addresses may be added as needed).
a. See attached reporting template (5505_Report.xlsx).
b. Report shall be provided in Excel format as an attachment to the daily email.

15. Requirements of this CR 5505 supersede the requirements in CR 5477. The requirements of 5477 will no longer be in effect once CR 5505 has been approved.

16. Requirements in CR 5505 supplement requirements in CR 5475. The 0 % interest rate required in CR 5475 remains in effect, but as stated in CR 5475, this CR clarifies the stop date of that interest rate as 9/30/20. All other requirements of CR 5475 remain in place.

17. Servicers shall invoice for borrowers in this CR 5505 forbearance under a unique billing category. FSA has created a unique billing category for this status (at a rate of $2.19 per borrower) that servicers shall use. Servicers can work with their COR/CO to get additional information about invoicing (such as CLIN, etc.).
a. Servicers shall continue to bill service members in that category.

Also see CR 5505 Q&A document and National Emergency CR 5475 – 0% Interest Rate

Does this change require a new network connection (Secure File Transfer Protocol is mandatory for all new connections)? No

IST Anticipated? No

FSA Service/System/Area Impacted

Validation - Artifacts and Corresponding Requirement IDs (Required for Services)

Servicers shall provide 10 borrower account snapshots showing that the accounts have had the forbearance applied, continue to be on 0% interest, and will remain in forbearance through 9/30/2020. Copies of the notices sent to these 10 borrowers should also be included.

Servicers shall provide a snapshot of any updates to web pages after posted to show the information displayed to the borrowers.

Servicers shall provide 10 borrower account snapshots showing the IDR certification end date has been extended 6 months. Please include narrative describing how FSA can see the date has been extended.

Servicer shall provide a copy of 2 emails showing the reporting is being provided to FSA as required.

Artifacts Due Date: 04/15/2020 **BU Reviewer:** Helena Myers-Wright

CR 5505 – HR 748 – Administrative Forbearance

#	Question/Comment/Issue	Response
1	Is the administrative forbearance supposed to override ALL deferments – even cancer and in-school.	(b)(5)
2	If the borrower opts out, but then goes delinquent – should we put the borrower back in similar to requested in 5477?	
3	Does the bill statement we'd send to the borrower once they are entering repayment count as one of the required 6 notices?	
4	How should we be handling IDR renewals/recertifications? Do we extent all of those recert dates for 6 months or something else?	
5	Should borrowers who opt out of the forbearance still be at a 0% interest rate?	
6	Should we continue working on CR 5477 and applying that forbearance? If yes, should we use a 9/30/20 end date now?	
7	How should we handle borrowers working toward getting TPD?	
8	Does this apply to both federally held DL and FFEL? How about the commercial (non-federally held) FFEL?	
9	If we clear a borrower's 'prior' delinquency (pre 3/13/20) do those months also count toward loan forgiveness programs?	

		(b)(5)
10	When reporting to credit agencies – should we submit these borrowers similar to how we report on $0 IDR borrowers? With a $0 installment, current, and having made the monthly payment.	
11	Does the period of forbearance also count toward DL rebate and forced IDR required payments to receive those benefits?	
12	If there is a court order instructing us with a specific payment plan for a borrower – should this forbearance be applied to those borrowers or continue with the court order (requiring them to continue paying)?	
13	Do PSLF borrowers get this period counted as a qualifying payment even if they don't have certification of qualifying employment? Or do these just meet the on-time, in full payment portion and the borrower still needs to provide certification of employment to consider these months qualifying toward forgiveness.	
14	If a borrower requests IDR during this period – do we start them on IDR now or after the forbearance?	
15	If a borrower requests a refund of a payment made on/after 3/13/20 – should we provide a refund to the borrower?	
16	If a borrower opts out of forbearance on an IDR or other application form – should we consider that an opt out of this forbearance?	
17	Should a borrower in Bankruptcy status be overridden and put into this forbearance?	
18	Should servicer members continue to be invoiced at the service member rate or something different?	
19	Should we automatically provide refunds to borrowers we debited after 3/13/20?	
20	Can we/should we stop auto debiting accounts now even if we haven't placed into forbearance yet?	
21	Should we continue to assign defaulted (90+ delq) Perkins loans to DMCS as instructed in CR 5477 – or should we now bring those current and apply forbearance?	

22	What should we be telling schools or servicers of non-federally held Perkins loans about how this legislation impacts their loan servicing/collections?	(b)(5)
23	Are transfers still on hold?	
24	In relation to BD – should this override the forbearance for borrower defense?	
25	Are we going to report these forbearances to NSLDS as "AD" code or something else? If we are currently applying 5477 forbearances can we submit those as AD codes?	
26	If we have further questions who should we send them to?	
27	Please clarify how deferments/forbearances that are not time limited should be applied (ie. in place of the COVID-19 forbearance, after the COVID-19 forbearance has been applied to the account).	
28	Will a Parent PLUS In School Deferment receive this forbearance?	

29	Is it correct to assume that if the borrower was previously delinquent, they will remain current after the end of the forbearance and that previous credit reporting would not be updated?	(b)(5)
30	Is it correct to assume that this applies to requests currently in queue? If the end date of the current request is prior to 9/30/20, should the task be closed, noting the account that the request was not applied due to end date prior to COVID19 forb and suppress the denial/approval letter for the non- COVID request as the borrower should be getting approval notice of the COVID19 forb.	
31	Please clarify that servicers can automatically reinstate the borrower's direct debit, effective 10/1/2020.	
32	Please confirm that the notices may be provided in multiple formats. For example, mail or email/ecorr, phone calls	
33	If someone opts out of the FORE and then requests back in later, are we supposed to backdate to 3/13, or only from request date forward?	
34	Requirement # 1 says we must apply the forbearances by 4/10. Enactment of the bill was Friday 3/17 and per bill language we have 15 days from enactment to execute, which we interpret as being 4/11. If FSA agrees, will FSA update the date to 4/11?	
35	In order to complete an accurate IA and CP, how will the 6 notices be delivered to the customer? Given the flexibility allowed in the legislation (postal mail, telephone, or electronic communication) and what we believe to be most effective, we suggest a combination of emails and phone messages.	
36	An account in a REPAYE repayment plan will exit IDR if not recertified by the annual plan anniversary. That is true regardless of an overlapping non-payment status, such as deferment or forbearance. When a customer re-applies to get back into REPAYE, the catchup payment rule is invoked (even for periods where no payment had been due because of an overlapping status). We would expect many people	

	with REPAYE anniversaries coming up over the next six months will not realize they need to take any action to avoid this scenario. Would FSA consider extending the REPAYE anniversary deadline by six months in order to avoid customer confusion and a potentially higher payment amount falling due under alternative REPAYE or a catch-up payment requirement when customers start receiving bills from their servicer again in October?	(b)(5)
37	A similar situation as stated in our question above will occur for non-REPAYE IDR plans as well. There will be customers whose anniversary plan will expire during the administrative forbearance. If the customers take no action to recertify their plans, then interest will capitalize on their anniversary date and customers will be disclosed into their permanent standard payment upon expiration of the current plan. Would FSA consider extending the anniversary date for all IDR plans to avoid this potential scenario?	
38	If a customer submits an IDR application for either recertification or recalculation and they answer "Yes, but I want to start making payments under my plan immediately" to Question 4, should we consider that an opt out request and place the customer into repayment or should we instead process the application and start repayment in October?	
39	Would FSA consider the deferments offered to servicemembers who are called to activity duty while in a grace or school deferment as statuses that should also be exempt from the application of the administrative forbearance?	
40	Are customers who are not placed into the administrative forbearance eligible to receive the repayment counters? i.e. if someone stays in the cancer treatment deferment, are they still eligible to receive the 6-month forgiveness counters? If the intention is yes, can we please modify the exception process to allow for the replacement of the cancer treatment deferment with the administrative forbearance? o Can the population of loans held out, based on status, call and request the administrative forbearance (ex. Those in In-school deferment)?	
41	Is the intention that the forbearance be capping, non-capping, or never capping? If it is capping, is it an accurate	

	assumption that interest accrued prior to the application of the 0% rate is eligible and anticipated to capitalize with the completion of the administrative forbearance?	(b)(5)
42	If an IDR application or recertification is received now(between 3/28 and 4/10) or during the period of the administrative forbearance; how should servicers calculate the PFH period; does it begin at the conclusion of the forbearance or should it be processed now and the forbearance covers the first 6-months of the IDR – PFH period?	
43	Can we confirm that transfers between servicers (including PSLF) and DMCS will be on-hold until the conclusion of the administrative forbearance period? We assume that TPD transfers will continue.	
44	The Military Not Interest (Hostile Duty) program has a max time allotment that the 0% benefit can be awarded. Is the intention that the time the customers are in the 0% based on CR 5475 should be granted back to these customers to extend the benefit award time?	
45	We would like to recommend that FSA provide direction on the disclosure event to occur at the conclusion of the forbearance period. Is there any concern if we execute the disclosure event across multiple days? The same activity would also need to apply to the removal of the 0% interest rate plan.	
46	On customers that will be placed back in to a non-repayment status after the administrative forbearance expires, such as those that were in Deferment prior and return after, if those are scheduled to end immediately within 5 to 10 days from 9/30/20 is there any consideration to instead extend the status end date of the prior Def or Forb until the following month, November? We have several status' that would return for only 1 or 2 days prior to expiring and that seems like a confusing borrower experience.	
49	Please confirm this forbearance should supersede the forbearance for those currently on Borrower Defense.	

50	Requirement 9d states 'if at any point prior to 9/30/2020 the borrower becomes over 30 days delinquent the borrower shall be placed back into this Administrative forbearance through 09/30/2020.' CR 2279 requires that due diligence activities occur prior to 31 days delinquent. Please confirm these activities should be suspended as well.	(b)(5)
51	When an account in an active IDR payment plan is placed on the forbearance does the recertification date stay the same?	
52	Should this forbearance supersede the forbearance placed on an account when we are attempting to confirm a borrower is deceased?	
53	Should the forbearance be applied to an account prior to the first payment for loans newly entering repayment?	
54	On Item #3, it indicates that servicers shall update their website within 2 calendar days of receiving the information from FSA. Is there a date that we can expect to receive the website information? Will it be received with the notification template on 04/01/20?	
55	Our understanding is that CR 5505 is working in conjunction with CR 5475 and that the 0% interest rate will be applied to all loans, including unsubsidized loans in an in-school or grace status. Is our understanding correct?	
56	Can you confirm that billing statements are not required since the borrowers are in a forbearance?	
57	For the purposes of forgiveness, is there a way in which FSA would like us to track these $0 payments so that when loans are transferred they are counted for?	
58	In regards to the deferments that we would not take the borrower out of- noticed it does not include military. Is that intentional?	
59	Can we assume that we will not be receiving the hostile duty file during the six months? If this is not correct, are we to assume we will only be receiving and applying pre-3/13/20 timeframes? Can we also verify if the normal reporting for this will be expected?	
60	We will be sending out IDR recertification notices as usual, we assume we will also be sending out the cancer treatment deferment recertification notices as well.	

61	Should the administrative forbearance applied for prior delinquency be non-capping?	(b)(5)
62	Does this forbearance period extend the remaining term just like any other forbearance?	
63	Please confirm that the forbearances already placed under FSA CR 5477 report 'MA' to NSLDS.	
64	Please confirm that the TPD forbearance is the only forbearance exception in which this admin forbearance would not override.	
65	Will FSA include a data dictionary for the required fields once the template is provided?	
66	Will FSA provide the list of individuals/group email that the daily report should be delivered to?	
67	Is this CR 5505 forbearance still valid for borrowers that are more 360+ days past due and not yet accepted by DMCS?	
68	Should the period of time a borrower spends on this administrative forbearance count as qualifying time toward IDR/PSLF forgiveness even if the borrower was not currently on a repayment plan that qualified for IDR/PSLF forgiveness prior to the application of the forbearance? Keeping in mind only some plans count toward that forgiveness.	
69	Assumption that every borrower within a PFH period will have a six month extension. Is the six month only to 9/30/2020, or is it six months from their current recertification date (June 1, 2020 recert date would become December 1, 2020?)	
70	Would we be backdating the six-month extension of the recertification to 3/13/2020? Example- the recertification date was 3/15/2020- interest would have already capitalized, the borrower would have transitioned to a perm-standard. Is the expectation that we back date the extension and give the borrower up to 9/30/2020?	
71	It is our request that the full period be counted as eligible counters earned without consideration to the underlying repayment plan values now covered by the administrative forbearance. This would present a benefit to customers currently in or entering the IDR plan at a later time; as well	

	as create an ease of implementation to the Servicers. The proposal is that the status between the defined dates, would be an eligible period regardless of underlying repayment plan characteristics.	(b)(5)
72	We would like to consider processing the status to cover the full month of March 2020; instead of the current begin date of March 13, 2020. If the start date is March 13, 2020 it could create a disparity between customers with a due date in the beginning of March 2020 and customers with a due date between March 13, 2020 and March 31, 2020.	
73	Please clarify if borrower accounts currently in the 120 day administrative forbearance, pending documentation on a death claim, should not be placed in to the new administrative forbearance as provisioned under FSA CR 5055. We believe customers during this period of grieving time should not be placed into the CR5505 forbearance and receive any additional communication.	
74	We request your consideration on the matter of disclosing all customers at the conclusion of the new administrative forbearance as provisioned under FSA CR 5055. Specifically, we would like to consider a two-tiered approach, a) Customers with an estimated minimal impact to their monthly payment amount, because they were current at the time of application and are receiving a 0% interest accrual, would receive a notification of their monthly payment amount and remaining repayment terms without a recalculation event. i. This population would receive a recalculation event if they choose to enter a new repayment plan such as IDR or are placed back in to a non-repayment status that expires after 9/30/20 and includes an recalculation event upon expiration. b) Customers with an identifiable impact based on a large amount of outstanding accrued interest that will not be capitalized; will have a full recalculation of their monthly loan payment amount to satisfy the loan in the remaining term.	
75	Requirement 7a references ICR specifically – we are thinking that this should read “IDR” versus “ICR” – Can FSA	

	validate that “forced-ICR” should say “forced-IDR” so that the payment rule that requires a borrower to make 3 consecutive payments before changing to another non-IDR plan applies to all forced-IDR plan types?	(b)(5)
76	Requirement 1.g. Does the forbearance that is applied to cover the period of delinquency prior to 3/13 have to be reported and handled as a separate period of forbearance, or is it acceptable to apply a single period of forbearance?	
77	To clarify, should the Anniversary Date be extended for all borrowers regardless of whether their Anniversary date would fall within the forbearance period?	
78	In response to question / answer 42. Would FSA consider allowing the PFH period to start as normal having the forbearance cover the first 6 months and simply extend the Anniversary Date 6 months as is being done with borrowers currently in an IDR plan? This will allow flexibility for any borrowers that choose to opt out and want to be billed and start making payments while also allowing borrowers that choose to stay in the forbearance the full PFH payment period to which they are entitled.	
79	In response to question / answer 45. As discussed on the call, we believe that most payments would likely not need to be adjusted since there is no interest accrual and no capitalization of interest. Therefore, we would like to recommend that redisclosures are handled on a case by case basis using our system program that specifically monitors for loans that would require a recalculation of the payment. This will eliminate unnecessary payment recalculations and limit the adjustments to only the loans that truly require it for timely pay-off. We believe this will reduce borrower confusion and eliminate unnecessary mailings.	
80	PSLF/TEPSLF: Please confirm the below assumptions: 1. The borrower will need to submit qualifying employment during the forbearance to allow payments to qualify for PSLF, 2. The borrower must be on a qualifying repayment plan during the time	

	of forbearance. If recertification of the qualifying repayment plan falls during the forbearance, payments can continue to be counted based on the most recent IDR payment, 3. If a borrower is not on a qualifying repayment plan for PSLF during the forbearance, if the plan qualifies for TEPSLF, it will be counted as qualifying payments for TEPSLF.	(b)(5)
81	Requirement 1.a.i. The requirement was modified to include all other enrollment related deferments; however, not enrollment related forbearances. Can we assume that this also includes the Alignment of Repayment Forbearance which would allow all enrollment processing to proceed as normal? Please confirm that the Graduate Fellowship deferment, Rehab Training Deferment, and Internship/Residency forbearance also fall into the category of enrollment related since they are all based on education.	
82	Requirement 8 states that servicers shall extend all IDR recertification dates. Please confirm that this should also apply to those borrowers that have recently received recert reminders, but have not yet taken action. Will FSA be prescribing the verbiage that should be used to communicate this 6 month extension or should the servicers move forward in crafting this independently?	

CR 5505 Report

	Unique Borrower (SSN) Count	Unique Direct Loan Count	Unique Non-DL Loan Count	TOTAL Balance DL + non-DL (PBO + IRB)	TOTAL DL Balance (PBO + IRB)	TOTAL DL PBO	TOTAL DL IRB	TOTAL non-DL Balance (PBO + IRB)	TOTAL non-DL PBO	TOTAL non-DL IRB
Borrowers currently in 5505 Administrative forbearance										
Borrowers currently NOTin 5505 Administrative forbearance										
TOTALS										

Breakdown of borrowers NOT in 5505 Administrative forbearance	Unique Borrower (SSN) Count	Unique Direct Loan Count	Unique Non-DL Loan Count
IN School			
IN Grace			
Bankruptcy			
Excepted Deferment (including in school deferments)			
In process of TPD			
Other			

CR 5505 – HR 748 – Administrative Forbearance Q & As

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31	Please clarify that servicers can automatically reinstate the borrower's direct debit, effective 10/1/2020.	
32	Please confirm that the notices may be provided in multiple formats. For example, mail or email/ecorr, phone calls	
33	If someone opts out of the FORE and then requests back in later, are we supposed to backdate to 3/13, or only from request date forward?	
34	Requirement # 1 says we must apply the forbearances by 4/10. Enactment of the bill was Friday 3/17 and per bill language we have 15 days from enactment to execute, which we interpret as being 4/11. If FSA agrees, will FSA update the date to 4/11?	
35	In order to complete an accurate IA and CP, how will the 6 notices be delivered to the customer? Given the flexibility allowed in the legislation (postal mail, telephone, or electronic communication) and what we believe to be most effective, we suggest a combination of emails and phone messages.	
36	An account in a REPAYE repayment plan will exit IDR if not recertified by the annual plan anniversary. That is true regardless of an overlapping non-payment status, such as deferment or forbearance. When a customer re-applies to get back into REPAYE, the catchup payment rule is invoked (even for periods where no payment had been due because of an overlapping status). We would expect many people	

	with REPAYE anniversaries coming up over the next six months will not realize they need to take any action to avoid this scenario. Would FSA consider extending the REPAYE anniversary deadline by six months in order to avoid customer confusion and a potentially higher payment amount falling due under alternative REPAYE or a catch-up payment requirement when customers start receiving bills from their servicer again in October?	
37	A similar situation as stated in our question above will occur for non-REPAYE IDR plans as well. There will be customers whose anniversary plan will expire during the administrative forbearance. If the customers take no action to recertify their plans, then interest will capitalize on their anniversary date and customers will be disclosed into their permanent standard payment upon expiration of the current plan. Would FSA consider extending the anniversary date for all IDR plans to avoid this potential scenario?	
38	If a customer submits an IDR application for either recertification or recalculation and they answer "Yes, but I want to start making payments under my plan immediately" to Question 4, should we consider that an opt out request and place the customer into repayment or should we instead process the application and start repayment in October?	
39	Would FSA consider the deferments offered to servicemembers who are called to activity duty while in a grace or school deferment as statuses that should also be exempt from the application of the administrative forbearance?	
40	Are customers who are not placed into the administrative forbearance eligible to receive the repayment counters? i.e. if someone stays in the cancer treatment deferment, are they still eligible to receive the 6-month forgiveness counters? If the intention is yes, can we please modify the exception process to allow for the replacement of the cancer treatment deferment with the administrative forbearance? o Can the population of loans held out, based on status, call and request the administrative forbearance (ex. Those in In-school deferment)?	
41	Is the intention that the forbearance be capping, non-capping, or never capping? If it is capping, is it an accurate	

(b)(5)

	assumption that interest accrued prior to the application of the 0% rate is eligible and anticipated to capitalize with the completion of the administrative forbearance?	(b)(5)
42	If an IDR application or recertification is received now(between 3/28 and 4/10) or during the period of the administrative forbearance; how should servicers calculate the PFH period; does it begin at the conclusion of the forbearance or should it be processed now and the forbearance covers the first 6-months of the IDR – PFH period?	
43	Can we confirm that transfers between servicers (including PSLF) and DMCS will be on-hold until the conclusion of the administrative forbearance period? We assume that TPD transfers will continue.	
44	The Military Not Interest (Hostile Duty) program has a max time allotment that the 0% benefit can be awarded. Is the intention that the time the customers are in the 0% based on CR 5475 should be granted back to these customers to extend the benefit award time?	
45	We would like to recommend that FSA provide direction on the disclosure event to occur at the conclusion of the forbearance period. Is there any concern if we execute the disclosure event across multiple days? The same activity would also need to apply to the removal of the 0% interest rate plan.	
46	On customers that will be placed back in to a non-repayment status after the administrative forbearance expires, such as those that were in Deferment prior and return after, if those are scheduled to end immediately within 5 to 10 days from 9/30/20 is there any consideration to instead extend the status end date of the prior Def or Forb until the following month, November? We have several status' that would return for only 1 or 2 days prior to expiring and that seems like a confusing borrower experience.	
49	Please confirm this forbearance should supersede the forbearance for those currently on Borrower Defense.	

		(b)(5)
50	Requirement 9d states 'if at any point prior to 9/30/2020 the borrower becomes over 30 days delinquent the borrower shall be placed back into this Administrative forbearance through 09/30/2020.' CR 2279 requires that due diligence activities occur prior to 31 days delinquent. Please confirm these activities should be suspended as well.	
51	When an account in an active IDR payment plan is placed on the forbearance does the recertification date stay the same?	
52	Should this forbearance supersede the forbearance placed on an account when we are attempting to confirm a borrower is deceased?	
53	Should the forbearance be applied to an account prior to the first payment for loans newly entering repayment?	
54	On Item #3, it indicates that servicers shall update their website within 2 calendar days of receiving the information from FSA. Is there a date that we can expect to receive the website information? Will it be received with the notification template on 04/01/20?	
55	Our understanding is that CR 5505 is working in conjunction with CR 5475 and that the 0% interest rate will be applied to all loans, including unsubsidized loans in an in-school or grace status. Is our understanding correct?	
56	Can you confirm that billing statements are not required since the borrowers are in a forbearance?	
57	For the purposes of forgiveness, is there a way in which FSA would like us to track these $0 payments so that when loans are transferred they are counted for?	
58	In regards to the deferments that we would not take the borrower out of- noticed it does not include military. Is that intentional?	
59	Can we assume that we will not be receiving the hostile duty file during the six months? If this is not correct, are we to assume we will only be receiving and applying pre-3/13/20 timeframes? Can we also verify if the normal reporting for this will be expected?	
60	We will be sending out IDR recertification notices as usual, we assume we will also be sending out the cancer treatment	

	deferment recertification notices as well.	(b)(5)
61	Should the administrative forbearance applied for prior delinquency be non-capping?	
62	Does this forbearance period extend the remaining term just like any other forbearance?	
63	Please confirm that the forbearances already placed under FSA CR 5477 report 'MA' to NSLDS.	
64	Please confirm that the TPD forbearance is the only forbearance exception in which this admin forbearance would not override.	
65	Will FSA include a data dictionary for the required fields once the template is provided?	
66	Will FSA provide the list of individuals/group email that the daily report should be delivered to?	
67	Is this CR 5505 forbearance still valid for borrowers that are more 360+ days past due and not yet accepted by DMCS?	
68	Should the period of time a borrower spends on this administrative forbearance count as qualifying time toward IDR/PSLF forgiveness even if the borrower was not currently on a repayment plan that qualified for IDR/PSLF forgiveness prior to the application of the forbearance? Keeping in mind only some plans count toward that forgiveness.	
69	Assumption that every borrower within a PFH period will have a six month extension. Is the six month only to 9/30/2020, or is it six months from their current recertification date (June 1, 2020 recert date would become December 1, 2020?)	
70	Would we be backdating the six-month extension of the recertification to 3/13/2020? Example- the recertification date was 3/15/2020- interest would have already capitalized, the borrower would have transitioned to a perm-standard. Is the expectation that we back date the extension and give the borrower up to 9/30/2020?	
71	It is our request that the full period be counted as eligible counters earned without consideration to the underlying repayment plan values now covered by the administrative forbearance. This would present a benefit to customers	

	currently in or entering the IDR plan at a later time; as well as create an ease of implementation to the Servicers. The proposal is that the status between the defined dates, would be an eligible period regardless of underlying repayment plan characteristics.	(b)(5)
72	We would like to consider processing the status to cover the full month of March 2020; instead of the current begin date of March 13, 2020. If the start date is March 13, 2020 it could create a disparity between customers with a due date in the beginning of March 2020 and customers with a due date between March 13, 2020 and March 31, 2020.	
73	Please clarify if borrower accounts currently in the 120 day administrative forbearance, pending documentation on a death claim, should not be placed in to the new administrative forbearance as provisioned under FSA CR 5055. We believe customers during this period of grieving time should not be placed into the CR5505 forbearance and receive any additional communication.	
74	We request your consideration on the matter of disclosing all customers at the conclusion of the new administrative forbearance as provisioned under FSA CR 5055. Specifically, we would like to consider a two-tiered approach, a) Customers with an estimated minimal impact to their monthly payment amount, because they were current at the time of application and are receiving a 0% interest accrual, would receive a notification of their monthly payment amount and remaining repayment terms without a recalculation event. i. This population would receive a recalculation event if they choose to enter a new repayment plan such as IDR or are placed back in to a non-repayment status that expires after 9/30/20 and includes an recalculation event upon expiration. b) Customers with an identifiable impact based on a large amount of outstanding accrued interest that will not be capitalized; will have a full recalculation of their monthly loan payment amount to satisfy the loan in the remaining term.	
75	Requirement 7a references ICR specifically – we are	

	thinking that this should read “IDR” versus “ICR” – Can FSA validate that “forced-ICR” should say “forced-IDR” so that the payment rule that requires a borrower to make 3 consecutive payments before changing to another non-IDR plan applies to all forced-IDR plan types?	(b)(5)
76	Requirement 1.g. Does the forbearance that is applied to cover the period of delinquency prior to 3/13 have to be reported and handled as a separate period of forbearance, or is it acceptable to apply a single period of forbearance?	
77	To clarify, should the Anniversary Date be extended for all borrowers regardless of whether their Anniversary date would fall within the forbearance period?	
78	In response to question / answer 42. Would FSA consider allowing the PFH period to start as normal having the forbearance cover the first 6 months and simply extend the Anniversary Date 6 months as is being done with borrowers currently in an IDR plan? This will allow flexibility for any borrowers that choose to opt out and want to be billed and start making payments while also allowing borrowers that choose to stay in the forbearance the full PFH payment period to which they are entitled.	
79	In response to question / answer 45. As discussed on the call, we believe that most payments would likely not need to be adjusted since there is no interest accrual and no capitalization of interest. Therefore, we would like to recommend that redisclosures are handled on a case by case basis using our system program that specifically monitors for loans that would require a recalculation of the payment. This will eliminate unnecessary payment recalculations and limit the adjustments to only the loans that truly require it for timely pay-off. We believe this will reduce borrower confusion and eliminate unnecessary mailings.	
80	PSLF/TEPSLF: Please confirm the below assumptions: 1. The borrower will need to submit qualifying employment during the forbearance to allow payments to qualify for PSLF, 2. The borrower must be on a qualifying repayment	

		(b)(5)
	plan during the time of forbearance. If recertification of the qualifying repayment plan falls during the forbearance, payments can continue to be counted based on the most recent IDR payment, 3. If a borrower is not on a qualifying repayment plan for PSLF during the forbearance, if the plan qualifies for TEPSLF, it will be counted as qualifying payments for TEPSLF.	
81	Requirement 1.a.i. The requirement was modified to include all other enrollment related deferments; however, not enrollment related forbearances. Can we assume that this also includes the Alignment of Repayment Forbearance which would allow all enrollment processing to proceed as normal? Please confirm that the Graduate Fellowship deferment, Rehab Training Deferment, and Internship/Residency forbearance also fall into the category of enrollment related since they are all based on education.	
82	Requirement 8 states that servicers shall extend all IDR recertification dates. Please confirm that this should also apply to those borrowers that have recently received recert reminders, but have not yet taken action. Will FSA be prescribing the verbiage that should be used to communicate this 6 month extension or should the servicers move forward in crafting this independently?	
83	Requirement 10 and the response to Question 70 in the Questions/Comments document indicate that we should extend the IDR recertification period on all plans whose anniversary dates fall between 3/13/20 and 09/30/20 by 6 months. This will effectively move the recertification period for these loans to 10/2020 to 3/2021 and will be in addition to the plans already expiring during that timeframe. This will effectively condense all current IDR recertifications to the October to March timeframe creating significant volume pressures. Would FSA consider extending the annual payment period for all loans in an IDR plan by 6 months (not just the annual payment periods that end before 9/30/20)?	

84	Our team would like to implement the new forbearance on all accounts on 4/3/2020 since our monthly billing process is scheduled to run on 4/6/2020. For the letter template referenced in requirement #3 below, will you please confirm if the letter template will require servicers to provide account details such as PBO or IRB, etc. anything at all that would request merging data from our system to the letter other than the borrower's demographics?	(b)(5)
85	(req. 1.a.i.) Should the new forbearance supersede a post-deferment grace period?	
86	(req. 1.f.) If an account has an admin forbearance and an in-school deferment request comes in via the NSLDS file, does the in-school deferment supersedes the new forbearance?	
87	(req. 1.e.) Please confirm ECSI should stop due diligence phone calls and letters on 3/30/2020.	
88	(req. 10) If a borrower opts out, is there any specific communication that they should receive?	
89	Would FSA confirm if servicers should continue to perform skip tracing to obtain valid phone or address for borrowers during this time of administrative forbearance for CR 5505?	
90	If a borrower is on an IDR plan due to BK outside of payment guidance G4.19.03 should we add the COVID-19 forb or only add it if they become more than 30 days past due?	
91	When customers file an adversary case after their initial bankruptcy has ended it is to try and have their loans (or part of their loans) actually written off due to hardship. Often times, the Dept of ED and the bankruptcy court come to some type of agreed upon monthly payment amount that must be made every month for the exact amount and on time (court ordered). Once the borrower fulfils these payments, the remaining balance owed is written-off. If the borrower doesn't make the payment for the amount and on time, it is in breach of their court order and the adversary is void so they are responsible for the entire balance. Will the department be lenient with these accounts at this time or will the borrowers still be required to make these payments for their agreed upon amounts each month? Should these be put on the $0 payment and would the payments count	

	towards anything?	(b)(5)
92	FSA previously instructed servicers to tell borrowers requesting refunds of electronic payments that the borrower should make that request of their financial institution and servicers should not initiate the refund – now that we have been instructed to provide refunds should we still request the borrower to initiate via their financial institution? Or can we initiate the refund?	
93	Please define what is meant by the cancer deferment recertification/end date? Is this the end date of the cancer treatment deferment or the end date of the 6 month post cancer treatment deferment? There is no true recertification/anniversary date like in IDR, we sent the recertification letter 33 days prior to the end date of the cancer treatment deferment. So would it be any borrower in which the recertification letter would be generated between 3/13/202 and 9/30/2020?	
94	Please confirm that this requirement is specific to borrowers who have cancer treatment periods that are longer than a 12 month period or 'indefinite/on-going' and not for all borrowers whose cancer treatment ends between 3/13/2020 and 9/30/2020.	
95	Should the quarterly statements we send to borrowers still be sent during this time period? If we are still expected to send this notice will it be counted as one of the six notices required? We currently send approximately 289,395.	
96	We wanted to make sure FSA was aware that some borrowers with a payment due date of the 13th through the 30th will be credited for seven payments, while there are other borrowers who will only receive credit for six payments if their payment due date fell before the 30th.	
97	The requirement speaks to cancer deferment but does not speak to cancer forbearance. We are asking for we have borrowers that have both the deferment and forbearance applied based on their loans/repayment start date. If this does not apply to cancer forbearance, it would potentially cause the borrower's loans to enter repayment on different	

	days. Please confirm if this requirement pertains to both deferment and forbearance.
98	Clarification to Q&A #11: In regards to borrowers wishing to change from IBR to another repayment plan an exit payment is required; how shall servicers proceed if the servicer has not received a payment to satisfy the exit amount needed and is not able to request payments from the borrower? Should this be similar to forced payments and the exit payment is considered $0 (aka waived for the period of time in which the forbearance is on the account)?
99	Clarification to Q&A #36: For borrowers that have already been exited from REPAYE and catch up information is needed; how should the servicer enter income to the catch up screen if no additional documents have been provided to cover the period out of REPAYE? Should the last income information available to the servicer be utilized?
100	Should servicers still be performing skip tracing activities during this time if a borrower does not have a valid address or phone number?
101	Can we still continue to make outbound calls to borrowers if we are attempting to assist the borrower with payments they have already made (like sending directly to our office, or not including account number, or wrong addresses included when sending via bill pay, etc.)? To be clear these are not collection calls or requests for payment.
102	We are assuming the administrative forbearance used to cover from 3/13/20 – 9/30/20 AND the forbearance used to cover prior delinquencies are non-capping and any interest accrued during those is “never capping” (though no interest will accrue during the 0% period) – correct? Can you provide some examples of how capitalization
103	Should we be sending letters to borrowers in a verified Death or ID Theft status. Similarly, if a borrower has some loans in a bankruptcy status, but not others, should that borrower receive the 5505 letter?
104	Servicers are receiving school notices of students that failed to qualify for loans because of failure to attend a payment

(b)(5)

	period (e.g., Fall 2019 semester) and are requesting final demand under 668.21(a)(2)(ii). Ordinarily, servicers would follow the ineligible borrower rules under 685.211(e) and call the loan due. Since these loans have been placed in administrative forbearance until September 30 under CR 5505, does FSA want servicers to retain the forbearance and address this matter in October, or end the forbearance now and follow 685.211(e)?	(b)(5)
105	Transfers during the suspension period – What status should borrowers be transferred in during the COVID 19 forbearance period?	
106	Transfers during the suspension period – For borrowers that need to re-enter forbearance after 9/30/20 – how should we be informing the receiving servicer of that situation?	
107	Transfers during the suspension period – How should borrowers who opted out be transferred? How will the receiving servicer know the borrower has opted out?	
108	Transfers during the suspension period – What interest rate should be used when transferring borrowers during the 0% rate period?	
109	For question 18, "Should servicer members continue to be invoiced at the service member rate or something different?" Originally we were instructed to use the service member rate. This answer was revised in version 10 of the Q/A to direct servicers to use the forbearance rate. We did not include in our IA nor CP changes to our reporting to modify this for service members, will FSA reconsider?	
110	For question 103, please clarify that the letter for 5505 is only sent to Death and ID Theft and bankruptcy	

	borrowers if the 5505 Admin forbearance is placed, otherwise the borrowers remain in the applicable administrative forbearance associated with Death, ID Theft or bankruptcy.	(b)(5)
111	Please clarify FSA's response to Q. 106 of CR 5505 (below), which appears to conflict with Requirement 2a, which states in part, "If the prior status extends beyond 9/30/2020, the servicer shall reapply that status and use the end date related to that status beginning on 10/1/2020." Q. 106: Transfers during the suspension period – For borrowers that need to re-enter forbearance after 9/30/20 – how should we be informing the receiving servicer of that situation? A. 106: Servicers should exclude borrowers that need to re-enter deferment/forbearance from being transferred until after 9/30/2020.	
112	Additionally, please clarify whether FSA's response to Q.106 of 5505 means that: 1) only those loans that have a deferment or forbearance begin date of 10/1/2020 or, 2) any loans that have a deferment or forbearance begin date of 10/1/2020 or after should be excluded from the borrower transfer process at this time.	
113	Status to report within the EA27 -- We are proposing the exchange of 2 new and unique values – one for the non-capping admin forbearance that clears prior delinquency and one for the national emergency forbearance.	
114	PFH expiration dates – We are proposing that the extended PFH expiration date should be reported in the supplemental file.	

115	Forgiveness Counters – We are proposing that the forgiveness supplemental file will contain the number of 'payments' suspended at the current servicer in the file. The receiving servicer will then count the remaining forbearance period on their system for forgiveness.	(b)(5)
116	We wish to confirm that DMCS is not placing anyone in a forbearance because they cannot collect any payments nor do they have a forbearance status. Therefore, they also don't have any opt outs. It is our understanding that loans will all be sent to the non-default servicers from DMCS in the normal status and we should place them all in the COVID-19 forbearance.	
117	FSA asked that all transfers be restarted on 4/20/20. Would FSA reconsider that decision?	

		(b)(5)

Samples of Capitalization related to COVID19 suspension period.

1	**Borrower is current prior to the COVID19 suspension being applied.** Borrower owes $10,000 principal and $2.50 interest as of 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,000 principal and $2.50 interest – no capitalization occurs

2	**Borrower is delinquent 2 months prior to the COVID19 suspension being applied.** Borrower didn't make her $100 payment due on 1/21/20 or the $100 due on 2/21/20. Borrower owes $10,000 principal and $73.25 interest as of 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. As part of this process ED applies an administrative forbearance from ~1/21/20 to 3/12/20 to resolve the prior delinquency. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,000 principal and $73.25 interest – no capitalization occurs.
3	**Borrower is on an Unemployment Deferment prior to the COVID19 suspension being applied. This deferment was to cover the period of 1/21/20 through 7/21/20 (ending prior to the end of the COVID19 suspension).** If the COVID19 situation had not occurred this borrower's interest would have capitalized at the end of the Unemployment deferment on 7/22/20. Borrower owes $10,000 principal and $73.25 interest as of 3/12/20. The 73.25 is interest that has accrued during the deferment period to 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. ED shortens the Unemployment deferment to end on 3/12/20 as it is superseded by the administrative forbearance. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. The capitalization that would have previously happened at deferment end is delayed until the end of the current forbearance period. On 10/1/20 the borrower owes $10,073.25 principal and $0.00 interest –capitalization occurred as a result of the deferment period, but at a later time than it would have if the forbearance had not been applied (borrower is not in worse position than if the forbearance hadn't been applied).

4	**Borrower is on an Economic Hardship Deferment prior to the COVID19 suspension being applied. This deferment was to cover the period of 1/21/20 through 1/21/21 (would end after COVID19 suspension period).** If the COVID19 situation had not occurred this borrower's interest would have capitalized at the end of the Hardship deferment on 1/22/21. Borrower owes $10,000 principal and $73.25 interest as of 3/12/20. The 73.25 is interest that has accrued during the deferment period to 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. ED shortens the Economic Hardship deferment to end on 3/12/20 as it is superseded by the administrative forbearance. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,000.00 principal and $73.25 interest – no capitalization occurs on 10/1/20. The borrower is placed back onto the Economic Hardship deferment beginning 10/1/20 through 1/21/21 to complete the time period in deferment the borrower had qualified for. The borrower's interest (the $73.25 plus interest that accrues from 10/1/20 through 1/21/21) will capitalize on 1/22/21 at the end of the deferment (borrower is not in worse position than if the forbearance hadn't been applied).
5	**Borrower is their grace period (have completed school) prior to the COVID19 suspension being applied. The grace period is scheduled to end on 8/15/20 and borrower is scheduled to enter repayment on 8/16/20 with first payment due 9/7/20.** If the COVID19 situation had not occurred this borrower's interest would have capitalized at the end of the grace period on 8/16/20 (this capitalization will still occur). Borrower owes $10,000 principal and $200.00 interest as of 3/12/20. The 200.00 is interest that has accrued and not been paid while the borrower was in school and through 3/12/20. NO interest will accrue from 3/13/20 to 9/30/20 because of the 0% interest. The borrower remains in their grace period until that grace period ends. At that point the borrower's accrued interest capitalizes (as is always done at grace end) and the borrower enters repayment status but is immediately placed into non-capping forbearance from

	8/16/20 to 9/30/20. The borrower owes $10,200 principal and $0.00 interest. NO interest accrued through 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,200.00 principal and $0.00 interest – no capitalization occurs on 10/1/20 (borrower is not in worse position than if the forbearance hadn't been applied).
6	**Borrower is on an ICR plan prior to the COVID19 suspension being applied. The borrower is in a negative amortization scenario where the monthly installment is less than the monthly interest that is accruing (monthly installment is $15.00 while monthly interest accruing is $35.00)** If the COVID19 situation had not occurred this borrower's interest would have capitalized in July 2020 as part of ICR negative amortization regulations. Borrower owes $10,000 principal and $120.00 interest as of 3/12/20. The 120.00 is interest that has accrued as 'negative amortization interest' and is subject to yearly capitalization in July (borrower has not yet met the maximum threshold for capitalization). Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. The capitalization that would have previously happened in July related to negative amortization is delayed until the end of the current forbearance period. On 10/1/20 the borrower owes $10,120.00 principal and $0.00 interest –capitalization occurred as a result of the negative amortization capitalization rule, but at a later time than it would have if the forbearance had not been applied (borrower is not in worse position than if the forbearance hadn't been applied).

Scenarios of borrower's who will/will not get credit for an eligible payment in March 2020

Scenario 1:
Loan Due Date: 11th Loan Status as of 3/13/20: Loan Debt Burden Forbearance 6/10/19-6/09/20 Installment Bill for March: No Action Taken: Loan Debt Burden Forbearance cut to 3/12/20 and Emergency forbearance applied 3/13/20-9/30/20 *Should a payment be credited for the month of March? NO*
Scenario 2:
Loan Due Date: 26th Loan Status as of 3/13/20: Collection Suspension Forbearance 2/28/20-4/27/20 Installment Bill for March: No Action Taken: Collection Suspension Forbearance cut to 3/12/20 and Emergency forbearance applied 3/13/20-9/30/20 *Should a payment be credited for the month of March? YES*
Scenario 3:
Loan Due Date: 5th Loan Status as of 3/13/20: Repayment Installment Bill for March: Yes Action Taken: No payment made. Delinquency covered from 3/5/20-3/12/20 and Emergency forbearance applied 3/13/20-9/30/20 *No payment will be credited for the month of March. Correct*
Scenario 4:
Loan Due Date: 1st Loan Status as of 3/13/20: Repayment (Bankruptcy forbearance ended 3/2/20) Installment Bill for March: No Action Taken: Emergency forbearance applied 3/13/20-9/30/20
Should a payment be credited for the month of March? NO
Scenario 5:
Loan Due Date: Not yet established Loan Status as of 3/13/20: Newly originated on 3/5/20 Installment Bill for March: No Action Taken: Emergency forbearance applied 3/13/20-9/30/20
Should a payment be credited for the month of March? YES
Scenario 6:
Loan Due Date: Not yet established Loan Status as of 3/13/20: Newly originated on 3/20 Installment Bill for March: No

Action Taken: Emergency forbearance applied 3/20/20-9/30/20
Should a payment be credited for the month of March? YES

Scenario 7:

Loan Due Date: 1st
Loan Status as of 3/13/20: General Forbearance 3/1/20-6/30/20
Installment Bill for March: Yes, but inactive due to General Forbearance being applied after it was created
Action Taken: General Forbearance cut to 3/12/20 and Emergency forbearance applied 3/13/20-9/30/20
Should a payment be credited for the month of March? NO

Business Operations Change Request Form

As Of: 3/31/20 3:25:13PM

Administrative Information

CR: 5505 **Drafted:** 3/27/20 3:04:23PM **Submitted:**

Title: HR 748 - Administrative Forbearance

Sponsor: Mark La Via **Business Analyst:**

Anticipated Implementation Date: 04/10/2020 ***EMERGENCY***

Change Request Details

Reason (Business Need):

Due to the Coronavirus Pandemic National Emergency ED needs to provide relief for student loan borrowers.

Description (Requirements):

1. Servicers shall IMMEDIATELY cease ALL collection related activities on all borrowers and have this completed by April 3, 2020.
 a. Servicers should immediately stop all outgoing collection calls to borrowers.
 b. Servicers should immediately stop all billing notices informing borrowers they are due, or going to be due, for a payment.
 c. Servicers should immediately stop debiting borrowers bank accounts for borrowers on an ongoing auto-debit agreement.

2. Servicers shall apply a non-capping Administrative forbearance starting 3/13/2020 and ending on 9/30/2020. Servicer shall apply this forbearance to all borrower accounts no later than April 10, 2020.
 a. If the borrower was previously in another payment suspension status (deferment, forbearance, etc.) that status should be superseded by this status (see exceptions). If the prior status extends beyond 9/30/2020, the servicer shall reapply that status and use the end date related to that status beginning on 10/1/2020.
 i. EXCEPTIONS to this Administrative forbearance – The servicer shall NOT apply the administrative forbearance to any borrower currently in an in-school status, in grace status, bankruptcy status, or in-school deferment (including Parent PLUS in school and other enrollment related deferments). Borrowers currently in the process of applying for and receiving TPD (and already has payments suspended for that purpose) should not be placed into this forbearance. If currently in one of these deferments/statuses, but removed from that status prior to 9/30/2020, the borrower shall be placed into administrative forbearance through 9/30/2020.
 ii. NOTE: Borrowers currently in $0 IDR plans should also be placed into this forbearance. Borrowers on cancer deferment should be placed into this forbearance. Perkins borrowers should all be brought current and placed onto this forbearance (this supersedes the direction given in CR 5477 to continue to send Perkins loans received over 90 days delinquent to DMCS).
 iii. If borrowers who are in an excepted status (other than in-school/grace) specifically requests to be put into this forbearance the servicer shall apply the forbearance to the borrower's account.
 b. This forbearance should be applied to all federally held borrowers (Direct Loans, FFEL, and Perkins) but should not be applied to non-federally held FFEL or Perkins loans.
 c. Borrowers currently in school or grace but who enter repayment prior to 9/30/2020 shall be placed into this forbearance.
 d. Borrowers entering repayment as a newly originated loan (from COD or consolidation) shall be placed into this forbearance.
 e. During this period of forbearance, borrowers should not be required to make any payments and no collection activities should occur requesting payments.
 f. Any requests for deferment or forbearance during this status should be reviewed and if the borrower is deemed eligible, and the end date is after 9/30/2020, the borrower shall be placed into that status as of 10/1/2020.
 g. If the borrower is delinquent at the time the forbearance is applied, all prior periods of delinquency shall be covered by a non-capping administrative forbearance for the prior delinquency period. NOTE: The administrative forbearance used to cover prior delinquency is essentially as separate administrative forbearance - additional benefits (i.e. credit reporting, qualifying payments, etc.) of this current (ending 9/30/20) administrative forbearance only relate to the 3/13/20 – 9/30/20 time period, not during a forbearance applied to cover a prior delinquency.

3. Upon application of the Administrative forbearance period the servicer shall provide notification to the borrower.
a. FSA shall provide the notification template to be used and will include within the notice an explanation that: Payments have been suspended, interest has been waived (changed to 0%), Borrowers may continue to pay if they choose to, and the temporary nature of the suspension.
b. The notice template will be provided by 4/2/2020.

4. Servicers shall update their websites with information related to this administrative forbearance period. Updates shall be reviewed and approved by FSA prior to posting (Servicers can use FSA content as input/starting point for servicer website content).

5. Servicers shall NOT perform auto debiting of borrower's bank accounts during this period of forbearance.
a. Servicers shall refund payments received on/after 3/13/2020 only if the borrower requests the payment be refunded or if directed to do so by FSA (related to unique borrower scenarios).

6. Servicers shall NOT accrue any interest for any borrower during this period of forbearance.
a. Servicers shall update the loans with the 0% interest rate applied for CR 5475 to end that rate on 9/30/2020.
b. Servicers shall not count any months a borrower is in 0% interest due to CR 5475/CR 5505 toward any military type 0% interest period (do not count these months against the limited number of 0% months allowed).

7. Servicers shall report to credit reporting agencies as if a regularly scheduled payment was made by the borrower during this period of forbearance.
a. Reporting should indicate the borrower is current and have made their monthly payment of $0 (similar to $0 IDR).

8. Servicers shall treat this forbearance period as if payments for each month have been made in full and on-time and on a 10-year standard repayment plan towards loan forgiveness programs (PSLF/TEPSLF and IDR). This period of time will count toward these forgiveness programs even if the borrower is/was not on a qualifying repayment plan.
a. This period should also count as if in full, on-time payments were made for rebates or forced IDR/ICR.

9. The PSLF servicer shall treat this forbearance period as if borrowers have submitted qualifying employment certification information. Borrowers pursuing PSLF will not need to provide employment certification for this period of time in order for this time to count toward PSLF forgiveness.

10. Servicers shall extend all IDR plan and cancer deferment recertification/end dates (if they end or require recertification prior to 9/30/2020) for 6 months from the current recertification/end date, if the extended date is prior to 10/1/2020, extend that date to 10/1/2020. [No recertification or end date should occur during the forbearance period]
a. Servicers shall allow borrowers to recertify and/or update income submissions during this time if the borrower wants to.

11. Servicers shall provide notices to borrowers beginning on August 1, 2020.
a. Servicers shall provide at least 6 notices to the borrowers.
b. FSA shall provide the notices to be provided no later than July 1, 2020. FSA will work with servicers to determine the sequence, timing, format, and text of each notice to be sent to borrowers.

12. Servicers shall allow a borrower to request to opt out of this forbearance period.
a. Servicers shall continue to accrue interest at 0% for borrowers that have opted out of forbearance period through 9/30/2020.
b. Servicers shall resume normal repayment activities for borrowers who have opted out of the forbearance.
c. Servicers shall allow borrowers to opt back into the forbearance if the borrower requests after having opted out.
d. If at any point prior to 9/30/2020 the borrower becomes over 30 days delinquent the borrower shall be placed back into this Administrative forbearance through 9/30/2020.

13. Servicers shall report the Administrative forbearance period to NSLDS as an "MA" forbearance code (to assist with tracking these forbearances). If an administrative forbearance is used to cover prior delinquency (prior to 3/13/20 period) those administrative forbearances should continue to be reported as AD.

14. Servicers shall provide daily reporting (each business day) via email to FSA identifying Administrative forbearance statistics. Reports shall be provided by 11:00 am ET and sent to tivas.reports@ed.gov; Patrick.Campbell@ed.gov, Mark.LaVia@ed.gov, and Marc.Piccolo@ed.gov (other addresses may be added as needed).
a. See attached reporting template (5505_Report.xlsx).
b. Report shall be provided in Excel format as an attachment to the daily email.

15. Requirements of this CR 5505 supersede the requirements in CR 5477. The requirements of 5477 will no longer be in effect once CR 5505 has been approved.

16. Requirements in CR 5505 supplement requirements in CR 5475. The 0 % interest rate required in CR 5475 remains in effect, but as stated in CR 5475, this CR clarifies the stop date of that interest rate as 9/30/20. All other requirements of CR 5475 remain in place.

17. Servicers shall invoice for borrowers in this CR 5505 forbearance under a unique billing category. FSA has created a unique billing category for this status (at a rate of $2.19 per borrower) that servicers shall use. Servicers can work with their COR/CO to get additional information about invoicing (such as CLIN, etc.).
a. Servicers shall continue to bill service members in that category.

Also see CR 5505 Q&A document and National Emergency CR 5475 – 0% Interest Rate

Does this change require a new network connection (Secure File Transfer Protocol is mandatory for all new connections)? No

IST Anticipated? No

FSA Service/System/Area Impacted

Validation - Artifacts and Corresponding Requirement IDs (Required for Services)

Servicers shall provide 10 borrower account snapshots showing that the accounts have had the forbearance applied, continue to be on 0% interest, and will remain in forbearance through 9/30/2020. Copies of the notices sent to these 10 borrowers should also be included.

Servicers shall provide a snapshot of any updates to web pages after posted to show the information displayed to the borrowers.

Servicers shall provide 10 borrower account snapshots showing the IDR certification end date has been extended 6 months. Please include narrative describing how FSA can see the date has been extended.

Servicer shall provide a copy of 2 emails showing the reporting is being provided to FSA as required.

Artifacts Due Date: 04/15/2020 **BU Reviewer:** Helena Myers-Wright

CR 5505 – HR 748 – Administrative Forbearance Q & As

#	Question/Comment/Issue	Response
1	Is the administrative forbearance supposed to override ALL deferments – even cancer and in-school.	(b)(5)
2	If the borrower opts out, but then goes delinquent – should we put the borrower back in similar to requested in 5477?	
3	Does the bill statement we'd send to the borrower once they are entering repayment count as one of the required 6 notices?	
4	How should we be handling IDR renewals/recertifications? Do we extent all of those recert dates for 6 months or something else?	
5	Should borrowers who opt out of the forbearance still be at a 0% interest rate?	
6	Should we continue working on CR 5477 and applying that forbearance? If yes, should we use a 9/30/20 end date now?	
7	How should we handle borrowers working toward getting TPD?	
8	Does this apply to both federally held DL and FFEL? How about the commercial (non-federally held) FFEL?	
9	If we clear a borrower's 'prior' delinquency (pre 3/13/20) do those months also count toward loan forgiveness programs?	
10	When reporting to credit agencies – should we submit these borrowers similar to how we report on $0 IDR borrowers? With a $0 installment, current, and having made the monthly payment.	

11	Does the period of forbearance also count toward DL rebate and forced IDR required payments to receive those benefits?	(b)(5)
12	If there is a court order instructing us with a specific payment plan for a borrower – should this forbearance be applied to those borrowers or continue with the court order (requiring them to continue paying)?	
13	Do PSLF borrowers get this period counted as a qualifying payment even if they don't have certification of qualifying employment? Or do these just meet the on-time, in full payment portion and the borrower still needs to provide certification of employment to consider these months qualifying toward forgiveness.	
14	If a borrower requests IDR during this period – do we start them on IDR now or after the forbearance?	
15	If a borrower requests a refund of a payment made on/after 3/13/20 – should we provide a refund to the borrower?	
16	If a borrower opts out of forbearance on an IDR or other application form – should we consider that an opt out of this forbearance?	
17	Should a borrower in Bankruptcy status be overridden and put into this forbearance?	
18	Should servicer members continue to be invoiced at the service member rate or something different?	
19	Should we automatically provide refunds to borrowers we debited after 3/13/20?	
20	Can we/should we stop auto debiting accounts now even if we haven't placed into forbearance yet?	
21	Should we continue to assign defaulted (90+ delq) Perkins loans to DMCS as instructed in CR 5477 – or should we	

	now bring those current and apply forbearance?	(b)(5)
22	What should we be telling schools or servicers of non-federally held Perkins loans about how this legislation impacts their loan servicing/collections?	
23	Are transfers still on hold?	
24	In relation to BD – should this override the forbearance for borrower defense?	
25	Are we going to report these forbearances to NSLDS as "AD" code or something else? If we are currently applying 5477 forbearances can we submit those as AD codes?	
26	If we have further questions who should we send them to?	
27	Please clarify how deferments/forbearances that are not time limited should be applied (ie. in place of the COVID-19 forbearance, after the COVID-19 forbearance has been applied to the account).	
28	Will a Parent PLUS In School Deferment receive this forbearance?	

29	Is it correct to assume that if the borrower was previously delinquent, they will remain current after the end of the forbearance and that previous credit reporting would not be updated?	(b)(5)
30	Is it correct to assume that this applies to requests currently in queue? If the end date of the current request is prior to 9/30/20, should the task be closed, noting the account that the request was not applied due to end date prior to COVID19 forb and suppress the denial/approval letter for the non- COVID request as the borrower should be getting approval notice of the COVID19 forb.	
31	Please clarify that servicers can automatically reinstate the borrower's direct debit, effective 10/1/2020.	
32	Please confirm that the notices may be provided in multiple formats. For example, mail or email/ecorr, phone calls	
33	If someone opts out of the FORE and then requests back in later, are we supposed to backdate to 3/13, or only from request date forward?	
34	Requirement # 1 says we must apply the forbearances by 4/10. Enactment of the bill was Friday 3/17 and per bill language we have 15 days from enactment to execute, which we interpret as being 4/11. If FSA agrees, will FSA update the date to 4/11?	
35	In order to complete an accurate IA and CP, how will the 6 notices be delivered to the customer? Given the flexibility allowed in the legislation (postal mail, telephone, or electronic communication) and what we believe to be most effective, we suggest a combination of emails and phone messages.	
36	An account in a REPAYE repayment plan will exit IDR if not recertified by the annual plan anniversary. That is true regardless of an overlapping non-payment status, such as deferment or forbearance. When a customer re-applies to get back into REPAYE, the catchup payment rule is invoked (even for periods where no payment had been due because of an overlapping status). We would expect many people	

	with REPAYE anniversaries coming up over the next six months will not realize they need to take any action to avoid this scenario. Would FSA consider extending the REPAYE anniversary deadline by six months in order to avoid customer confusion and a potentially higher payment amount falling due under alternative REPAYE or a catch-up payment requirement when customers start receiving bills from their servicer again in October?	(b)(5)
37	A similar situation as stated in our question above will occur for non-REPAYE IDR plans as well. There will be customers whose anniversary plan will expire during the administrative forbearance. If the customers take no action to recertify their plans, then interest will capitalize on their anniversary date and customers will be disclosed into their permanent standard payment upon expiration of the current plan. Would FSA consider extending the anniversary date for all IDR plans to avoid this potential scenario?	
38	If a customer submits an IDR application for either recertification or recalculation and they answer "Yes, but I want to start making payments under my plan immediately" to Question 4, should we consider that an opt out request and place the customer into repayment or should we instead process the application and start repayment in October?	
39	Would FSA consider the deferments offered to servicemembers who are called to activity duty while in a grace or school deferment as statuses that should also be exempt from the application of the administrative forbearance?	
40	Are customers who are not placed into the administrative forbearance eligible to receive the repayment counters? i.e. if someone stays in the cancer treatment deferment, are they still eligible to receive the 6-month forgiveness counters? If the intention is yes, can we please modify the exception process to allow for the replacement of the cancer treatment deferment with the administrative forbearance? o Can the population of loans held out, based on status, call and request the administrative forbearance (ex. Those in In-school deferment)?	
41	Is the intention that the forbearance be capping, non-capping, or never capping? If it is capping, is it an accurate	

	assumption that interest accrued prior to the application of the 0% rate is eligible and anticipated to capitalize with the completion of the administrative forbearance?	(b)(5)
42	If an IDR application or recertification is received now(between 3/28 and 4/10) or during the period of the administrative forbearance; how should servicers calculate the PFH period; does it begin at the conclusion of the forbearance or should it be processed now and the forbearance covers the first 6-months of the IDR – PFH period?	
43	Can we confirm that transfers between servicers (including PSLF) and DMCS will be on-hold until the conclusion of the administrative forbearance period? We assume that TPD transfers will continue.	
44	The Military Not Interest (Hostile Duty) program has a max time allotment that the 0% benefit can be awarded. Is the intention that the time the customers are in the 0% based on CR 5475 should be granted back to these customers to extend the benefit award time?	
45	We would like to recommend that FSA provide direction on the disclosure event to occur at the conclusion of the forbearance period. Is there any concern if we execute the disclosure event across multiple days? The same activity would also need to apply to the removal of the 0% interest rate plan.	
46	On customers that will be placed back in to a non-repayment status after the administrative forbearance expires, such as those that were in Deferment prior and return after, if those are scheduled to end immediately within 5 to 10 days from 9/30/20 is there any consideration to instead extend the status end date of the prior Def or Forb until the following month, November? We have several status' that would return for only 1 or 2 days prior to expiring and that seems like a confusing borrower experience.	
49	Please confirm this forbearance should supersede the forbearance for those currently on Borrower Defense.	

		(b)(5)
50	Requirement 9d states 'if at any point prior to 9/30/2020 the borrower becomes over 30 days delinquent the borrower shall be placed back into this Administrative forbearance through 09/30/2020.' CR 2279 requires that due diligence activities occur prior to 31 days delinquent. Please confirm these activities should be suspended as well.	
51	When an account in an active IDR payment plan is placed on the forbearance does the recertification date stay the same?	
52	Should this forbearance supersede the forbearance placed on an account when we are attempting to confirm a borrower is deceased?	
53	Should the forbearance be applied to an account prior to the first payment for loans newly entering repayment?	
54	On Item #3, it indicates that servicers shall update their website within 2 calendar days of receiving the information from FSA. Is there a date that we can expect to receive the website information? Will it be received with the notification template on 04/01/20?	
55	Our understanding is that CR 5505 is working in conjunction with CR 5475 and that the 0% interest rate will be applied to all loans, including unsubsidized loans in an in-school or grace status. Is our understanding correct?	
56	Can you confirm that billing statements are not required since the borrowers are in a forbearance?	
57	For the purposes of forgiveness, is there a way in which FSA would like us to track these $0 payments so that when loans are transferred they are counted for?	
58	In regards to the deferments that we would not take the borrower out of- noticed it does not include military. Is that intentional?	
59	Can we assume that we will not be receiving the hostile duty file during the six months? If this is not correct, are we to assume we will only be receiving and applying pre-3/13/20 timeframes? Can we also verify if the normal reporting for this will be expected?	
60	We will be sending out IDR recertification notices as usual, we assume we will also be sending out the cancer treatment	

	deferment recertification notices as well.
61	Should the administrative forbearance applied for prior delinquency be non-capping?
62	Does this forbearance period extend the remaining term just like any other forbearance?
63	Please confirm that the forbearances already placed under FSA CR 5477 report 'MA' to NSLDS.
64	Please confirm that the TPD forbearance is the only forbearance exception in which this admin forbearance would not override.
65	Will FSA include a data dictionary for the required fields once the template is provided?
66	Will FSA provide the list of individuals/group email that the daily report should be delivered to?
67	Is this CR 5505 forbearance still valid for borrowers that are more 360+ days past due and not yet accepted by DMCS?
68	Should the period of time a borrower spends on this administrative forbearance count as qualifying time toward IDR/PSLF forgiveness even if the borrower was not currently on a repayment plan that qualified for IDR/PSLF forgiveness prior to the application of the forbearance? Keeping in mind only some plans count toward that forgiveness.
69	Assumption that every borrower within a PFH period will have a six month extension. Is the six month only to 9/30/2020, or is it six months from their current recertification date (June 1, 2020 recert date would become December 1, 2020?)
70	Would we be backdating the six-month extension of the recertification to 3/13/2020? Example- the recertification date was 3/15/2020- interest would have already capitalized, the borrower would have transitioned to a perm-standard. Is the expectation that we back date the extension and give the borrower up to 9/30/2020?
71	It is our request that the full period be counted as eligible counters earned without consideration to the underlying repayment plan values now covered by the administrative forbearance. This would present a benefit to customers

(b)(5)

	currently in or entering the IDR plan at a later time; as well as create an ease of implementation to the Servicers. The proposal is that the status between the defined dates, would be an eligible period regardless of underlying repayment plan characteristics.	(b)(5)
72	We would like to consider processing the status to cover the full month of March 2020; instead of the current begin date of March 13, 2020. If the start date is March 13, 2020 it could create a disparity between customers with a due date in the beginning of March 2020 and customers with a due date between March 13, 2020 and March 31, 2020.	
73	Please clarify if borrower accounts currently in the 120 day administrative forbearance, pending documentation on a death claim, should not be placed in to the new administrative forbearance as provisioned under FSA CR 5055. We believe customers during this period of grieving time should not be placed into the CR5505 forbearance and receive any additional communication.	
74	We request your consideration on the matter of disclosing all customers at the conclusion of the new administrative forbearance as provisioned under FSA CR 5055. Specifically, we would like to consider a two-tiered approach, a) Customers with an estimated minimal impact to their monthly payment amount, because they were current at the time of application and are receiving a 0% interest accrual, would receive a notification of their monthly payment amount and remaining repayment terms without a recalculation event. i. This population would receive a recalculation event if they choose to enter a new repayment plan such as IDR or are placed back in to a non-repayment status that expires after 9/30/20 and includes an recalculation event upon expiration. b) Customers with an identifiable impact based on a large amount of outstanding accrued interest that will not be capitalized; will have a full recalculation of their monthly loan payment amount to satisfy the loan in the remaining term.	
75	Requirement 7a references ICR specifically – we are	

	thinking that this should read “IDR” versus “ICR” – Can FSA validate that “forced-ICR” should say “forced-IDR” so that the payment rule that requires a borrower to make 3 consecutive payments before changing to another non-IDR plan applies to all forced-IDR plan types?	(b)(5)
76	Requirement 1.g. Does the forbearance that is applied to cover the period of delinquency prior to 3/13 have to be reported and handled as a separate period of forbearance, or is it acceptable to apply a single period of forbearance?	
77	To clarify, should the Anniversary Date be extended for all borrowers regardless of whether their Anniversary date would fall within the forbearance period?	
78	In response to question / answer 42. Would FSA consider allowing the PFH period to start as normal having the forbearance cover the first 6 months and simply extend the Anniversary Date 6 months as is being done with borrowers currently in an IDR plan? This will allow flexibility for any borrowers that choose to opt out and want to be billed and start making payments while also allowing borrowers that choose to stay in the forbearance the full PFH payment period to which they are entitled.	
79	In response to question / answer 45. As discussed on the call, we believe that most payments would likely not need to be adjusted since there is no interest accrual and no capitalization of interest. Therefore, we would like to recommend that redisclosures are handled on a case by case basis using our system program that specifically monitors for loans that would require a recalculation of the payment. This will eliminate unnecessary payment recalculations and limit the adjustments to only the loans that truly require it for timely pay-off. We believe this will reduce borrower confusion and eliminate unnecessary mailings.	
80	PSLF/TEPSLF: Please confirm the below assumptions: 1. The borrower will need to submit qualifying employment during the forbearance to allow payments to qualify for PSLF, 2. The borrower must be on a qualifying repayment	

	plan during the time of forbearance. If recertification of the qualifying repayment plan falls during the forbearance, payments can continue to be counted based on the most recent IDR payment, 3. If a borrower is not on a qualifying repayment plan for PSLF during the forbearance, if the plan qualifies for TEPSLF, it will be counted as qualifying payments for TEPSLF.	(b)(5)
81	Requirement 1.a.i. The requirement was modified to include all other enrollment related deferments; however, not enrollment related forbearances. Can we assume that this also includes the Alignment of Repayment Forbearance which would allow all enrollment processing to proceed as normal? Please confirm that the Graduate Fellowship deferment, Rehab Training Deferment, and Internship/Residency forbearance also fall into the category of enrollment related since they are all based on education.	
82	Requirement 8 states that servicers shall extend all IDR recertification dates. Please confirm that this should also apply to those borrowers that have recently received recert reminders, but have not yet taken action. Will FSA be prescribing the verbiage that should be used to communicate this 6 month extension or should the servicers move forward in crafting this independently?	
83	Requirement 10 and the response to Question 70 in the Questions/Comments document indicate that we should extend the IDR recertification period on all plans whose anniversary dates fall between 3/13/20 and 09/30/20 by 6 months. This will effectively move the recertification period for these loans to 10/2020 to 3/2021 and will be in addition to the plans already expiring during that timeframe. This will effectively condense all current IDR recertifications to the October to March timeframe creating significant volume pressures. Would FSA consider extending the annual payment period for all loans in an IDR plan by 6 months (not just the annual payment periods that end before 9/30/20)?	

84	Our team would like to implement the new forbearance on all accounts on 4/3/2020 since our monthly billing process is scheduled to run on 4/6/2020. For the letter template referenced in requirement #3 below, will you please confirm if the letter template will require servicers to provide account details such as PBO or IRB, etc. anything at all that would request merging data from our system to the letter other than the borrower's demographics?	(b)(5)
85	(req. 1.a.i.) Should the new forbearance supersede a post-deferment grace period?	
86	(req. 1.f.) If an account has an admin forbearance and an in-school deferment request comes in via the NSLDS file, does the in-school deferment supersedes the new forbearance?	
87	(req. 1.e.) Please confirm ECSI should stop due diligence phone calls and letters on 3/30/2020.	
88	(req. 10) If a borrower opts out, is there any specific communication that they should receive?	
89	Would FSA confirm if servicers should continue to perform skip tracing to obtain valid phone or address for borrowers during this time of administrative forbearance for CR 5505?	
90	If a borrower is on an IDR plan due to BK outside of payment guidance G4.19.03 should we add the COVID-19 forb or only add it if they become more than 30 days past due?	
91	When customers file an adversary case after their initial bankruptcy has ended it is to try and have their loans (or part of their loans) actually written off due to hardship. Often times, the Dept of ED and the bankruptcy court come to some type of agreed upon monthly payment amount that must be made every month for the exact amount and on time (court ordered). Once the borrower fulfils these payments, the remaining balance owed is written-off. If the borrower doesn't make the payment for the amount and on time, it is in breach of their court order and the adversary is void so they are responsible for the entire balance. Will the department be lenient with these accounts at this time or will the borrowers still be required to make these payments for their agreed upon amounts each month? Should these be put on the $0 payment and would the payments count	

	towards anything?	(b)(5)
92	FSA previously instructed servicers to tell borrowers requesting refunds of electronic payments that the borrower should make that request of their financial institution and servicers should not initiate the refund – now that we have been instructed to provide refunds should we still request the borrower to initiate via their financial institution? Or can we initiate the refund?	
93	Please define what is meant by the cancer deferment recertification/end date? Is this the end date of the cancer treatment deferment or the end date of the 6 month post cancer treatment deferment? There is no true recertification/anniversary date like in IDR, we sent the recertification letter 33 days prior to the end date of the cancer treatment deferment. So would it be any borrower in which the recertification letter would be generated between 3/13/202 and 9/30/2020?	
94	Please confirm that this requirement is specific to borrowers who have cancer treatment periods that are longer than a 12 month period or 'indefinite/on-going' and not for all borrowers whose cancer treatment ends between 3/13/2020 and 9/30/2020.	
95	Should the quarterly statements we send to borrowers still be sent during this time period? If we are still expected to send this notice will it be counted as one of the six notices required? We currently send approximately 289,395.	
96	We wanted to make sure FSA was aware that some borrowers with a payment due date of the 13th through the 30th will be credited for seven payments, while there are other borrowers who will only receive credit for six payments if their payment due date fell before the 30th.	
97	The requirement speaks to cancer deferment but does not speak to cancer forbearance. We are asking for we have borrowers that have both the deferment and forbearance applied based on their loans/repayment start date. If this does not apply to cancer forbearance, it would potentially cause the borrower's loans to enter repayment on different	

	days. Please confirm if this requirement pertains to both deferment and forbearance.	(b)(5)
98	Clarification to Q&A #11: In regards to borrowers wishing to change from IBR to another repayment plan an exit payment is required; how shall servicers proceed if the servicer has not received a payment to satisfy the exit amount needed and is not able to request payments from the borrower? Should this be similar to forced payments and the exit payment is considered $0 (aka waived for the period of time in which the forbearance is on the account)?	
99	Clarification to Q&A #36: For borrowers that have already been exited from REPAYE and catch up information is needed; how should the servicer enter income to the catch up screen if no additional documents have been provided to cover the period out of REPAYE? Should the last income information available to the servicer be utilized?	
100	Should servicers still be performing skip tracing activities during this time if a borrower does not have a valid address or phone number?	
101	Can we still continue to make outbound calls to borrowers if we are attempting to assist the borrower with payments they have already made (like sending directly to our office, or not including account number, or wrong addresses included when sending via bill pay, etc.)? To be clear these are not collection calls or requests for payment.	
102	We are assuming the administrative forbearance used to cover from 3/13/20 – 9/30/20 AND the forbearance used to cover prior delinquencies are non-capping and any interest accrued during those is “never capping” (though no interest will accrue during the 0% period) – correct? Can you provide some examples of how capitalization	
103	Should we be sending letters to borrowers in a verified Death or ID Theft status. Similarly, if a borrower has some loans in a bankruptcy status, but not others, should that borrower receive the 5505 letter?	
104	Servicers are receiving school notices of students that failed to qualify for loans because of failure to attend a payment	

	period (e.g., Fall 2019 semester) and are requesting final demand under 668.21(a)(2)(ii). Ordinarily, servicers would follow the ineligible borrower rules under 685.211(e) and call the loan due. Since these loans have been placed in administrative forbearance until September 30 under CR 5505, does FSA want servicers to retain the forbearance and address this matter in October, or end the forbearance now and follow 685.211(e)?	(b)(5)
105	Transfers during the suspension period – What status should borrowers be transferred in during the COVID 19 forbearance period?	
106	Transfers during the suspension period – For borrowers that need to re-enter forbearance after 9/30/20 – how should we be informing the receiving servicer of that situation?	
107	Transfers during the suspension period – How should borrowers who opted out be transferred? How will the receiving servicer know the borrower has opted out?	
108	Transfers during the suspension period – What interest rate should be used when transferring borrowers during the 0% rate period?	
109	For question 18, "Should servicer members continue to be invoiced at the service member rate or something different?" Originally we were instructed to use the service member rate. This answer was revised in version 10 of the Q/A to direct servicers to use the forbearance rate. We did not include in our IA nor CP changes to our reporting to modify this for service members, will FSA reconsider?	
110	For question 103, please clarify that the letter for 5505 is only sent to Death and ID Theft and bankruptcy	

	borrowers if the 5505 Admin forbearance is placed, otherwise the borrowers remain in the applicable administrative forbearance associated with Death, ID Theft or bankruptcy.	
111	Please clarify FSA's response to Q. 106 of CR 5505 (below), which appears to conflict with Requirement 2a, which states in part, "If the prior status extends beyond 9/30/2020, the servicer shall reapply that status and use the end date related to that status beginning on 10/1/2020." Q. 106: Transfers during the suspension period – For borrowers that need to re-enter forbearance after 9/30/20 – how should we be informing the receiving servicer of that situation? A. 106: Servicers should exclude borrowers that need to re-enter deferment/forbearance from being transferred until after 9/30/2020.	
112	Additionally, please clarify whether FSA's response to Q.106 of 5505 means that: 1) only those loans that have a deferment or forbearance begin date of 10/1/2020 or, 2) any loans that have a deferment or forbearance begin date of 10/1/2020 or after should be excluded from the borrower transfer process at this time.	
113	Status to report within the EA27 -- We are proposing the exchange of 2 new and unique values – one for the non-capping admin forbearance that clears prior delinquency and one for the national emergency forbearance.	
114	PFH expiration dates – We are proposing that the extended PFH expiration date should be reported in the supplemental file.	

(b)(5)

115	Forgiveness Counters – We are proposing that the forgiveness supplemental file will contain the number of 'payments' suspended at the current servicer in the file. The receiving servicer will then count the remaining forbearance period on their system for forgiveness.
116	We wish to confirm that DMCS is not placing anyone in a forbearance because they cannot collect any payments nor do they have a forbearance status. Therefore, they also don't have any opt outs. It is our understanding that loans will all be sent to the non-default servicers from DMCS in the normal status and we should place them all in the COVID-19 forbearance.
117	FSA asked that all transfers be restarted on 4/20/20. Would FSA reconsider that decision?

(b)(5)

		(b)(5)

Samples of Capitalization related to COVID19 suspension period.

1	**Borrower is current prior to the COVID19 suspension being applied.** Borrower owes $10,000 principal and $2.50 interest as of 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,000 principal and $2.50 interest – no capitalization occurs

2	**Borrower is delinquent 2 months prior to the COVID19 suspension being applied.** Borrower didn't make her $100 payment due on 1/21/20 or the $100 due on 2/21/20. Borrower owes $10,000 principal and $73.25 interest as of 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. As part of this process ED applies an administrative forbearance from ~1/21/20 to 3/12/20 to resolve the prior delinquency. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,000 principal and $73.25 interest – no capitalization occurs.
3	**Borrower is on an Unemployment Deferment prior to the COVID19 suspension being applied. This deferment was to cover the period of 1/21/20 through 7/21/20 (ending prior to the end of the COVID19 suspension).** If the COVID19 situation had not occurred this borrower's interest would have capitalized at the end of the Unemployment deferment on 7/22/20. Borrower owes $10,000 principal and $73.25 interest as of 3/12/20. The 73.25 is interest that has accrued during the deferment period to 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. ED shortens the Unemployment deferment to end on 3/12/20 as it is superseded by the administrative forbearance. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. The capitalization that would have previously happened at deferment end is delayed until the end of the current forbearance period. On 10/1/20 the borrower owes $10,073.25 principal and $0.00 interest –capitalization occurred as a result of the deferment period, but at a later time than it would have if the forbearance had not been applied (borrower is not in worse position than if the forbearance hadn't been applied).

4	**Borrower is on an Economic Hardship Deferment prior to the COVID19 suspension being applied. This deferment was to cover the period of 1/21/20 through 1/21/21 (would end after COVID19 suspension period).** If the COVID19 situation had not occurred this borrower's interest would have capitalized at the end of the Hardship deferment on 1/22/21. Borrower owes $10,000 principal and $73.25 interest as of 3/12/20. The 73.25 is interest that has accrued during the deferment period to 3/12/20. Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. ED shortens the Economic Hardship deferment to end on 3/12/20 as it is superseded by the administrative forbearance. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,000.00 principal and $73.25 interest – no capitalization occurs on 10/1/20. The borrower is placed back onto the Economic Hardship deferment beginning 10/1/20 through 1/21/21 to complete the time period in deferment the borrower had qualified for. The borrower's interest (the $73.25 plus interest that accrues from 10/1/20 through 1/21/21) will capitalize on 1/22/21 at the end of the deferment (borrower is not in worse position than if the forbearance hadn't been applied).
5	**Borrower is their grace period (have completed school) prior to the COVID19 suspension being applied. The grace period is scheduled to end on 8/15/20 and borrower is scheduled to enter repayment on 8/16/20 with first payment due 9/7/20.** If the COVID19 situation had not occurred this borrower's interest would have capitalized at the end of the grace period on 8/16/20 (this capitalization will still occur). Borrower owes $10,000 principal and $200.00 interest as of 3/12/20. The 200.00 is interest that has accrued and not been paid while the borrower was in school and through 3/12/20. NO interest will accrue from 3/13/20 to 9/30/20 because of the 0% interest. The borrower remains in their grace period until that grace period ends. At that point the borrower's accrued interest capitalizes (as is always done at grace end) and the borrower enters repayment status but is immediately placed into non-capping forbearance from

	8/16/20 to 9/30/20. The borrower owes $10,200 principal and $0.00 interest. NO interest accrued through 9/30/20 because of the 0% interest. On 10/1/20 the borrower owes $10,200.00 principal and $0.00 interest – no capitalization occurs on 10/1/20 (borrower is not in worse position than if the forbearance hadn't been applied).
6	**Borrower is on an ICR plan prior to the COVID19 suspension being applied. The borrower is in a negative amortization scenario where the monthly installment is less than the monthly interest that is accruing (monthly installment is $15.00 while monthly interest accruing is $35.00)** If the COVID19 situation had not occurred this borrower's interest would have capitalized in July 2020 as part of ICR negative amortization regulations. Borrower owes $10,000 principal and $120.00 interest as of 3/12/20. The 120.00 is interest that has accrued as 'negative amortization interest' and is subject to yearly capitalization in July (borrower has not yet met the maximum threshold for capitalization). Borrower enters administrative non-capping forbearance from 3/13/20 to 9/30/20. NO interest accrues from 3/13/20 to 9/30/20 because of the 0% interest. The capitalization that would have previously happened in July related to negative amortization is delayed until the end of the current forbearance period. On 10/1/20 the borrower owes $10,120.00 principal and $0.00 interest –capitalization occurred as a result of the negative amortization capitalization rule, but at a later time than it would have if the forbearance had not been applied (borrower is not in worse position than if the forbearance hadn't been applied).

From: (b)(6)
To: Campbell, Patrick
Cc: Curran, Frank D.; Piccolo, Marc; Tyrrell, Pete; LaVia, Mark; Arthur,Bittmandr; Wendy Drudy; Krugle, Michael (Mike); Thomas Lanni
Subject: Re: ECSI & Credit Reporting (CR 5505)
Date: Tuesday, June 2, 2020 6:44:22 AM
Attachments: image001.png

CORRECTION: Last night Experian confirmed our request to submit an updated file for April 2020. We transferred our file this morning and we are waiting for confirmation the file is processed.

(b)(6)
Sr. Implementation Project Manager
ECSI
+1 724.719.3867 O
(b)(6) M
(b)(6)@ecsi.net

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On Tue, Jun 2, 2020 at 6:41 AM (b)(6)@e-hps.com> wrote:

Good Morning Patrick,

We received good news last night as Experian confirmed they received and processed our updated file for April 2020.

Thanks,
Becky

Becky Budner
Sr. Implementation Project Manager
ECSI
+1 724.719.3867 O
(b)(6) M
(b)(6)@ecsi.net

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On Mon, Jun 1, 2020 at 6:24 PM Campbell, Patrick <Patrick.Campbell@ed.gov> wrote:

Good evening (b)(6)

Any update on Experian?

Patrick Campbell

Vendor Oversight and Program Accountability Directorate (VOPA)

Student Experience and Aid Delivery (SEAD)

Federal Student Aid (FSA)

US Department of Education

Office: (202) 377-3830

FederalStudentAid

From: Curran, Frank D. <Frank.Curran@ed.gov>
Sent: Friday, May 29, 2020 7:08 PM
To: (b)(6)@e-hps.com>
Cc: Piccolo, Marc <Marc.Piccolo@ed.gov>; Campbell, Patrick <Patrick.Campbell@ed.gov>; Tyrrell, Pete <Pete.Tyrrell@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; (b)(6)@ecsi.net>; (b)(6)@ecsi.net>; (b)(6)@ecsi.net>; (b)(6)@ecsi.net>
Subject: Re: ECSI & Credit Reporting (CR 5505)

Thank you for keeping us up to date and making progress on this.

Much appreciated!

On May 29, 2020, at 7:05 PM, (b)(6)@e-hps.com> wrote:

Good Evening Frank and Patrick,

Our team submitted files to Equifax, Innovis and Transunion today. We are waiting for Experian to respond to our request to submit an updated file for April 2020. Once they provide a response, we'll confirm when the file is submitted. I do not anticipate this happening over the weekend so I will provide an update on Monday, June 1st.

If you need anything from ECSI before Monday, please call my cell phone at (b)(6)

Hope you all have a great weekend!

Thanks,

(b)(6)

(b)(6)
Sr. Implementation Project Manager


Aid

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On Fri, May 29, 2020 at 3:07 PM (b)(6)@e-hps.com> wrote:

> Files submitted to Equifax and Innovis. Working on Experian and Transunion.
>
> (b)(6)
> *Sr. Implementation Project Manager*
>
> **ECSI**
>
> +1 724.719.3867 O
> (b)(6) M
> (b)(6)@ecsi.net
>
> Notice: This email message is for the sole use of the addressee(s) named above and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of this message or any attachments is expressly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies and backups of the original message.
>
> On Fri, May 29, 2020 at 2:31 PM (b)(6)@e-hps.com> wrote:
>
> > Good Afternoon Frank and Patrick,
> >
> > Our team submitted a file to correct April 2020's reporting to Equifax. We are now reaching out to Equifax, Experian, Innovis and TransUnion.
> >
> > Thanks,
> > (b)(6)
> >
> > (b)(6)
> > *Sr. Implementation Project Manager*
> >
> > **ECSI**
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> >
> > On Fri, May 29, 2020 at 10:25 AM (b)(6)@e-hps.com> wrote:
> >
> > > Good Morning Frank and Patrick,
> > >
> > > Thank you for notifying ECSI that we are not reporting Terms Frequency Code correctly to the Credit Bureaus. We are modifying our program to report M (Monthly) instead of D (Deferred) immediately. Our May 2020 credit bureau file is scheduled to go out today. This means the borrowers in a forbearance will be reported with Terms Frequency Code value M for May 2020 and going forward until the end of the forbearance period.
> > >
> > > I am waiting for my team to confirm when April 2020's credit history will be updated so the previously reported Terms Frequency Code value D will be motidied to M. I will provide an update as soon as possible.
> > >
> > > Thanks,
> > > (b)(6)
> > >
> > > (b)(6)
> > > *Sr. Implementation Project Manager*
> > >
> > > **ECSI**
> > >
> > > +1 724.719.3867 O
> > > (b)(6) M
> > > (b)(6)@ecsi.net
> > >
> > > Notice: This email message is for the sole use of the addressee(s) named above and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of this message or any attachments is expressly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies and backups of the original message.
> > >
> > > On Fri, May 29, 2020 at 9:12 AM Curran, Frank D. <Frank.Curran@ed.gov> wrote:
> > >
> > > > It appears ESCI is incorrectly reporting borrowers to credit bureaus as 'D - deferred' instead 'M – Monthly' for the borrowers with payments suspended in relation to CR 5505. Requirement # 7 of CR 5505 requires the borrowers be reported as if a regularly scheduled payment was made.
> > > >
> > > > We'd like to ensure ECSI is aware of this issue and understand the plans for corrective action.
> > > >
> > > > PER ESCI's response to poll on how credit reporting is being done (highlighted element is the issue).....

Stat	Type	Name	ECSI (Perkins)	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	36,569	11	D	0	0, B	blank
FB	AD	Administrative	301	11	D	0	0, B	blank

From: Hannie,Zakia
To: Hardiman, Darrick
Subject: FW: Corrective Action Plan: CR 5505
Date: Tuesday, June 9, 2020 8:49:59 AM
Attachments: CR 5505 HR 748 - Administrative Forbearance.pdf
Importance: High

Good morning Darrick,

FYSA…please see email below.

Zakia

Zakia T. Hannie
Contracting Officer
US Department of Education | Federal Student Aid | Acquisitions Group
(202) 377- 4169 (office)| (b)(6) (cell) | zakia.hannie@ed.gov
StudentAid.gov

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From: Hannie,Zakia
Sent: Tuesday, June 9, 2020 8:32 AM
To: (b)(6) @e-hps.com>
Cc: (b)(6) @ecsi.net; (b)(6) @ecsi.net; King, LaWanda <LaWanda.King@ed.gov>; Dragoo, Janet <Janet.Dragoo@ed.gov>; Hines, Carmen <Carmen.Hines@ed.gov>; Tang, Donny <Donny.Tang@ed.gov>
Subject: Corrective Action Plan: CR 5505
Importance: High

Good morning (b)(6),

This is a follow-up to my email below as well as our conversation this morning regarding improper reporting under CR 5505 HR 748 – Administrative Forbearance (please find CR 5505 attached). Item No.7 of the Requirements states the following, "Servicers shall report to credit reporting agencies as if a regularly scheduled payment was made by the borrower during this period of forbearance. Reporting should indicate the borrower is current and have made their monthly payment of $0 (similar to $0 IDR)".

It has come to the attention of FSA Contracts via numerous monitoring methods (*e.g. ombudsman complaints, social media listening, Consumer Financial Protection Bureau*) of an increase in complaints regarding borrowers whose credit scores had suddenly become

Business Operations Change Request Form

As Of: 3/31/20 3:46:03PM

Administrative Information

CR: 5505 **Drafted:** 3/27/20 3:04:23PM **Submitted:** 3/31/20 3:32:14PM

Title: HR 748 - Administrative Forbearance

Sponsor: Mark La Via **Business Analyst:** Emir Frisby

Anticipated Implementation Date: 04/10/2020 ***EMERGENCY***

Change Request Details

Reason (Business Need):

Due to the Coronavirus Pandemic National Emergency ED needs to provide relief for student loan borrowers.

Description (Requirements):

1. Servicers shall IMMEDIATELY cease ALL collection related activities on all borrowers and have this completed by April 3, 2020.
 a. Servicers should immediately stop all outgoing collection calls to borrowers.
 b. Servicers should immediately stop all billing notices informing borrowers they are due, or going to be due, for a payment.
 c. Servicers should immediately stop debiting borrowers bank accounts for borrowers on an ongoing auto-debit agreement.

2. Servicers shall apply a non-capping Administrative forbearance starting 3/13/2020 and ending on 9/30/2020. Servicer shall apply this forbearance to all borrower accounts no later than April 10, 2020.
 a. If the borrower was previously in another payment suspension status (deferment, forbearance, etc.) that status should be superseded by this status (see exceptions). If the prior status extends beyond 9/30/2020, the servicer shall reapply that status and use the end date related to that status beginning on 10/1/2020.
 i. EXCEPTIONS to this Administrative forbearance – The servicer shall NOT apply the administrative forbearance to any borrower currently in an in-school status, in grace status, bankruptcy status, or in-school deferment (including Parent PLUS in school and other enrollment related deferments). Borrowers currently in the process of applying for and receiving TPD (and already has payments suspended for that purpose) should not be placed into this forbearance. If currently in one of these deferments/statuses, but removed from that status prior to 9/30/2020, the borrower shall be placed into administrative forbearance through 9/30/2020.
 ii. NOTE: Borrowers currently in $0 IDR plans should also be placed into this forbearance. Borrowers on cancer deferment should be placed into this forbearance. Perkins borrowers should all be brought current and placed onto this forbearance (this supersedes the direction given in CR 5477 to continue to send Perkins loans received over 90 days delinquent to DMCS).
 iii. If borrowers who are in an excepted status (other than in-school/grace) specifically requests to be put into this forbearance the servicer shall apply the forbearance to the borrower's account.
 b. This forbearance should be applied to all federally held borrowers (Direct Loans, FFEL, and Perkins) but should not be applied to non-federally held FFEL or Perkins loans.
 c. Borrowers currently in school or grace but who enter repayment prior to 9/30/2020 shall be placed into this forbearance.
 d. Borrowers entering repayment as a newly originated loan (from COD or consolidation) shall be placed into this forbearance.
 e. During this period of forbearance, borrowers should not be required to make any payments and no collection activities should occur requesting payments.
 f. Any requests for deferment or forbearance during this status should be reviewed and if the borrower is deemed eligible, and the end date is after 9/30/2020, the borrower shall be placed into that status as of 10/1/2020.
 g. If the borrower is delinquent at the time the forbearance is applied, all prior periods of delinquency shall be covered by a non-capping administrative forbearance for the prior delinquency period. NOTE: The administrative forbearance used to cover prior delinquency is essentially as separate administrative forbearance - additional benefits (i.e. credit reporting, qualifying payments, etc.) of this current (ending 9/30/20) administrative forbearance only relate to the 3/13/20 – 9/30/20 time period, not during a forbearance applied to cover a prior delinquency.

3. Upon application of the Administrative forbearance period the servicer shall provide notification to the borrower.
a. FSA shall provide the notification template to be used and will include within the notice an explanation that: Payments have been suspended, interest has been waived (changed to 0%), Borrowers may continue to pay if they choose to, and the temporary nature of the suspension.
b. The notice template will be provided by 4/2/2020.

4. Servicers shall update their websites with information related to this administrative forbearance period. Updates shall be reviewed and approved by FSA prior to posting (Servicers can use FSA content as input/starting point for servicer website content).

5. Servicers shall NOT perform auto debiting of borrower's bank accounts during this period of forbearance.
a. Servicers shall refund payments received on/after 3/13/2020 only if the borrower requests the payment be refunded or if directed to do so by FSA (related to unique borrower scenarios).

6. Servicers shall NOT accrue any interest for any borrower during this period of forbearance.
a. Servicers shall update the loans with the 0% interest rate applied for CR 5475 to end that rate on 9/30/2020.
b. Servicers shall not count any months a borrower is in 0% interest due to CR 5475/CR 5505 toward any military type 0% interest period (do not count these months against the limited number of 0% months allowed).

7. Servicers shall report to credit reporting agencies as if a regularly scheduled payment was made by the borrower during this period of forbearance.
a. Reporting should indicate the borrower is current and have made their monthly payment of $0 (similar to $0 IDR).

8. Servicers shall treat this forbearance period as if payments for each month have been made in full and on-time and on a 10-year standard repayment plan towards loan forgiveness programs (PSLF/TEPSLF and IDR). This period of time will count toward these forgiveness programs even if the borrower is/was not on a qualifying repayment plan.
a. This period should also count as if in full, on-time payments were made for rebates or forced IDR/ICR.

9. The PSLF servicer shall treat this forbearance period as if borrowers have submitted qualifying employment certification information. Borrowers pursuing PSLF will not need to provide employment certification for this period of time in order for this time to count toward PSLF forgiveness.

10. Servicers shall extend all IDR plan and cancer deferment recertification/end dates (if they end or require recertification prior to 9/30/2020) for 6 months from the current recertification/end date, if the extended date is prior to 10/1/2020, extend that date to 10/1/2020. [No recertification or end date should occur during the forbearance period]
a. Servicers shall allow borrowers to recertify and/or update income submissions during this time if the borrower wants to.

11. Servicers shall provide notices to borrowers beginning on August 1, 2020.
a. Servicers shall provide at least 6 notices to the borrowers.
b. FSA shall provide the notices to be provided no later than July 1, 2020. FSA will work with servicers to determine the sequence, timing, format, and text of each notice to be sent to borrowers.

12. Servicers shall allow a borrower to request to opt out of this forbearance period.
a. Servicers shall continue to accrue interest at 0% for borrowers that have opted out of forbearance period through 9/30/2020.
b. Servicers shall resume normal repayment activities for borrowers who have opted out of the forbearance.
c. Servicers shall allow borrowers to opt back into the forbearance if the borrower requests after having opted out.
d. If at any point prior to 9/30/2020 the borrower becomes over 30 days delinquent the borrower shall be placed back into this Administrative forbearance through 9/30/2020.

13. Servicers shall report the Administrative forbearance period to NSLDS as an "MA" forbearance code (to assist with tracking these forbearances). If an administrative forbearance is used to cover prior delinquency (prior to 3/13/20 period) those administrative forbearances should continue to be reported as AD.

14. Servicers shall provide daily reporting (each business day) via email to FSA identifying Administrative forbearance statistics. Reports shall be provided by 11:00 am ET and sent to tivas.reports@ed.gov; Patrick.Campbell@ed.gov, Mark.LaVia@ed.gov, and Marc.Piccolo@ed.gov (other addresses may be added as needed).
a. See attached reporting template (5505_Report.xlsx).
b. Report shall be provided in Excel format as an attachment to the daily email.

15. Requirements of this CR 5505 supersede the requirements in CR 5477. The requirements of 5477 will no longer be in effect once CR 5505 has been approved.

16. Requirements in CR 5505 supplement requirements in CR 5475. The 0 % interest rate required in CR 5475 remains in effect, but as stated in CR 5475, this CR clarifies the stop date of that interest rate as 9/30/20. All other requirements of CR 5475 remain in place.

17. Servicers shall invoice for borrowers in this CR 5505 forbearance under a unique billing category. FSA has created a unique billing category for this status (at a rate of $2.19 per borrower) that servicers shall use. Servicers can work with their COR/CO to get additional information about invoicing (such as CLIN, etc.).
a. Servicers shall continue to bill service members in that category.

Also see CR 5505 Q&A document and National Emergency CR 5475 – 0% Interest Rate

Does this change require a new network connection (Secure File Transfer Protocol is mandatory for all new connections)? No

IST Anticipated? No

FSA Service/System/Area Impacted

Validation - Artifacts and Corresponding Requirement IDs (Required for Services)

Servicers shall provide 10 borrower account snapshots showing that the accounts have had the forbearance applied, continue to be on 0% interest, and will remain in forbearance through 9/30/2020. Copies of the notices sent to these 10 borrowers should also be included.

Servicers shall provide a snapshot of any updates to web pages after posted to show the information displayed to the borrowers.

Servicers shall provide 10 borrower account snapshots showing the IDR certification end date has been extended 6 months. Please include narrative describing how FSA can see the date has been extended.

Servicer shall provide a copy of 2 emails showing the reporting is being provided to FSA as required.

Artifacts Due Date: 04/15/2020 **BU Reviewer:** Helena Myers-Wright

adversely impacted. Upon research it was determined that some of these borrowers were serviced by ECSI.

As a result of this occurrence, I am requesting that ECSI submit a Corrective Action Plan (CAP) by 2:00pm tomorrow, June 10, 2020. The CAP shall provide sufficient detail including, but not limited to a narrative describing the following:

- events leading up to the error,
- a timeline (*when the error was discovered, who discovered the error, when and how the error was corrected*)
- a comprehensive breakout of impact(*s*) resulting from the error; and
- demonstrate how ECSI plans to prevent future occurrences of this type.

Please acknowledge receipt of this email. Please feel free to contact me directly if you have any additional questions or concerns.

Zakia

Zakia T. Hannie
Contracting Officer
US Department of Education | Federal Student Aid | Acquisitions Group
(202) 377- 4169 (office)| (b)(6) (cell) | zakia.hannie@ed.gov
StudentAid.gov

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From: (b)(6) @e-hps.com>
Sent: Thursday, June 4, 2020 8:24 AM
To: Hannie,Zakia <Zakia.Hannie@ed.gov>
Cc: (b)(6) @ecsi.net; (b)(6) @ecsi.net; King, LaWanda <LaWanda.King@ed.gov>; Dragoo, Janet <Janet.Dragoo@ed.gov>; Hines, Carmen <Carmen.Hines@ed.gov>; Tang, Donny <Donny.Tang@ed.gov>
Subject: Re: CR 5505

Good Morning Zakia,

Frank Curran notified ECSI of this issue on 5/29/2020. We corrected the 4 of 4 credit bureau reports for April 2020 as of yesterday, 6/3/2020. Going forward, we will report " Monthly" to the credit bureaus until the end of the forbearance period.

Thanks,
(b)(6)

(b)(6)
Sr. Implementation Project Manager
ECSI
+1 724.719.3867 O
(b)(6) M
(b)(6) @ecsi.net

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On Thu, Jun 4, 2020 at 8:19 AM Hannie,Zakia <Zakia.Hannie@ed.gov> wrote:

> Good morning Becky,
>
> Please review the results of yesterday's Vendor Oversight Report and provide a response as to when ECSI will make the remaining corrections to the Credit Bureau reports.
>
> **Vendor Oversight Report:**
> Credit Reporting
>
> - ECSI reported ~43K borrowers in "mand admin forbearance" as "deferred". ECSI submitted corrected reporting to 2 of 3 credit bureaus
>
> Please provide a response by noon today.
>
> *Zakia*
>
> Zakia T. Hannie
> Contracting Officer
> US Department of Education | Federal Student Aid | Acquisitions Group
> (202) 377- 4169 (office)|(b)(6) (cell) | zakia.hannie@ed.gov
> StudentAid.gov
>
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From: Campbell, Patrick
Sent: Thu, 21 May 2020 23:30:03 +0000
To: (b)(6);'Polls@mycornerstoneloan.org';'(b)(6)@ecsi.net';'FSApolls@e-hps.com';FedLoanProgramManagement;'Polls@glhec.org';'compliance@gsmr.org(b)(6)@edfinancial.com';Analysts-Compliance;grp.fc-mgmt;(b)(6)s@Navient.com;'(b)(6)@navient.com';(b)(6)(b)(6)@osla.org';Polls
Cc: Piccolo, Marc;LaVia, Mark;Fenwick, Benjamin;Shock, Edward;SEADOperationsIssuesTracking;VOG-FSA;Holloway, Destre;Laine, Douglas;Myers-Wright, Helena;Murphy, Robert;Winters, Scott;Vera, Erwin Thomas;Vann, Jason;Tyrrell, Pete
Subject: Servicer Poll: Credit reporting codes used by repayment status for April 2020 reporting
Attachments: Credit Reporting Codes Poll 20200521.xlsx

Good afternoon everyone.

FSA's Vendor Oversight Group (VOG) is conducting a servicer poll regarding the various credit reporting codes used in the most recent monthly update to the credit bureaus (April 2020) for each of the active repayment statuses in your portfolios.

Each of the servicers should have received a notice on May 19th regarding **"Third-Party Credit Reporting Issue[s]"** highlighting this particular issue. This is poll is meant to help FSA better understand the different variations of credit reporting codes being used in various repayment scenarios.

Please review the attached document and **fill out and return your respective tabs no later then Tuesday, May 26th @ noon** to those included on this email chain.

Below is an illustrative example of how to fill out the form:

Stat	Type	Name	[SERVICER]	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	5,609,891	11	M	0	0	

Thank you in advance for your help with this matter,

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830

Federal Student Aid
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			500	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	Mohela	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	1,274,840					
FB	AD	Administrative	18,836					
FB	DC	Discretionary	2					
FB	No Type Reported		2					
FB	MN	Mandatory	0					
DA	FT	Full-Time Student	73,512					
DA	HT	Half-Time Student	44,154					
DA	PD	Parent PLUS In-School Deferment	113,328					
DA	PE	Six Month Post-Enrollment Period	29,063					
DA	GF	Graduate Fellowship Program	0					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	0					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	1					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		2					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	0					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		10,634					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		-					
IA	Loan Originated		840,302					
ID	In School or Grace Period		-					
IG	In Grace Period		190,651					
IM	In Military Grace		-					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		809					
DU	Defaulted, Unresolved		-					
DX	Defaulted, Six Consecutive Payments		-					
DZ	Defaulted, six consecutive payments, then missed payment(s)		-					
XD	Defaulted, Six Consecutive Payments		-					
RP	In Repayment		4,549					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			501	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	EdFinancial	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	768,801					
FB	AD	Administrative	5,604					
FB	DC	Discretionary	27					
FB	No Type Reported		4					
FB	MN	Mandatory	2					
DA	FT	Full-Time Student	82,886					
DA	HT	Half-Time Student	0					
DA	PD	Parent PLUS In-School Deferment	78,361					
DA	PE	Six Month Post-Enrollment Period	19,117					
DA	GF	Graduate Fellowship Program	0					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	0					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	0					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		4					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	0					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		4,725					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		-					
IA	Loan Originated		672,947					
ID	In School or Grace Period		-					
IG	In Grace Period		164,445					
IM	In Military Grace		27					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		5					
DU	Defaulted, Unresolved		-					
DX	Defaulted, Six Consecutive Payments		-					
DZ	Defaulted, six consecutive payments, then missed payment(s)		-					
XD	Defaulted, Six Consecutive Payments		1					
RP	In Repayment		5,452					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			502	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	Cornerstone	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	378,313					
FB	AD	Administrative	8,965					
FB	DC	Discretionary	6					
FB	No Type Reported		2					
FB	MN	Mandatory	1					
DA	FT	Full-Time Student	35,916					
DA	HT	Half-Time Student	20,028					
DA	PD	Parent PLUS In-School Deferment	53,778					
DA	PE	Six Month Post-Enrollment Period	16,479					
DA	GF	Graduate Fellowship Program	0					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	0					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	0					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		2					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	0					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		1,201					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		-					
IA	Loan Originated		461,214					
ID	In School or Grace Period		-					
IG	In Grace Period		118,936					
IM	In Military Grace		28					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		-					
DU	Defaulted, Unresolved		-					
DX	Defaulted, Six Consecutive Payments		-					
DZ	Defaulted, six consecutive payments, then missed payment(s)		-					
XD	Defaulted, Six Consecutive Payments		-					
RP	In Repayment		5,396					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			504	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	Granite State	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	409,327					
FB	AD	Administrative	64					
FB	DC	Discretionary	2					
FB	No Type Reported		0					
FB	MN	Mandatory	0					
DA	FT	Full-Time Student	55,219					
DA	HT	Half-Time Student	0					
DA	PD	Parent PLUS In-School Deferment	60,436					
DA	PE	Six Month Post-Enrollment Period	15,740					
DA	GF	Graduate Fellowship Program	0					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	0					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	0					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		0					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	0					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		2,406					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		-					
IA	Loan Originated		498,724					
ID	In School or Grace Period		-					
IG	In Grace Period		119,643					
IM	In Military Grace		14					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		1					
DU	Defaulted, Unresolved		-					
DX	Defaulted, Six Consecutive Payments		-					
DZ	Defaulted, six consecutive payments, then missed payment(s)		-					
XD	Defaulted, Six Consecutive Payments		-					
RP	In Repayment		1,473					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			506	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	OSLA	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	293,690					
FB	AD	Administrative	464					
FB	DC	Discretionary	2					
FB	No Type Reported		236					
FB	MN	Mandatory	0					
DA	FT	Full-Time Student	35,868					
DA	HT	Half-Time Student	3,940					
DA	PD	Parent PLUS In-School Deferment	43,582					
DA	PE	Six Month Post-Enrollment Period	9,968					
DA	GF	Graduate Fellowship Program	0					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	0					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	2					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		236					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	2					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		1,736					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		-					
IA	Loan Originated		334,538					
ID	In School or Grace Period		-					
IG	In Grace Period		86,250					
IM	In Military Grace		23					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		24					
DU	Defaulted, Unresolved		1					
DX	Defaulted, Six Consecutive Payments		-					
DZ	Defaulted, six consecutive payments, then missed payment(s)		-					
XD	Defaulted, Six Consecutive Payments		-					
RP	In Repayment		1,238					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			529	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	ECSI (Perki	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	36,569					
FB	AD	Administrative	301					
FB	DC	Discretionary	0					
FB	No Type Reported		0					
FB	MN	Mandatory	0					
DA	FT	Full-Time Student	7					
DA	HT	Half-Time Student	929					
DA	PD	Parent PLUS In-School Deferment	0					
DA	PE	Six Month Post-Enrollment Period	0					
DA	GF	Graduate Fellowship Program	2					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	0					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	27					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	121					
DA	MO	Active Duty Military Operations	1					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		0					
DA	TL	Teacher Low-Income Institution	1					
DA	UE	Unemployment Less Than 3 Years	21					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		300					
DB	Defaulted then Bankrupt, Active Chapter 13		177					
DO	Defaulted, Then Bankrupt, Active, Other		30					
IA	Loan Originated		4,015					
ID	In School or Grace Period		3					
IG	In Grace Period		972					
IM	In Military Grace		-					
IP	In Post– Deferment Grace		5,785					
DF	Defaulted, Unresolved		404					
DU	Defaulted, Unresolved		113					
DX	Defaulted, Six Consecutive Payments		895					
DZ	Defaulted, six consecutive payments, then missed payment(s)		1,788					
XD	Defaulted, Six Consecutive Payments		7					
RP	In Repayment		4,574					
DL	Defaulted, In Litigation		1					
FR	Fraud		0					

			578	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	Navient	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	4,611,127					
FB	AD	Administrative	1,085					
FB	DC	Discretionary	301					
FB	No Type Reported		216					
FB	MN	Mandatory	813					
DA	FT	Full-Time Student	380,578					
DA	HT	Half-Time Student	16,288					
DA	PD	Parent PLUS In-School Deferment	91,730					
DA	PE	Six Month Post-Enrollment Period	198					
DA	GF	Graduate Fellowship Program	1,021					
DA	IR	Internship/Residency	1					
DA	PP	Parental PLUS Borrower	155					
DA	AC	Action Programs	4					
DA	CD	Cancer Deferment	3					
DA	EH	Economic Hardship	5					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		216					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	21					
DA	UN	Unemployment Less Than 2 Years	2					
BK	Bankruptcy Claim, Active		47,319					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		4					
IA	Loan Originated		612,663					
ID	In School or Grace Period		-					
IG	In Grace Period		204,885					
IM	In Military Grace		100					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		752					
DU	Defaulted, Unresolved		156					
DX	Defaulted, Six Consecutive Payments		60					
DZ	Defaulted, six consecutive payments, then missed payment(s)		66					
XD	Defaulted, Six Consecutive Payments		-					
RP	In Repayment		74,951					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			579	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	PHEAA	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	5,947,619					
FB	AD	Administrative	106,940					
FB	DC	Discretionary	221					
FB	No Type Reported		494					
FB	MN	Mandatory	19					
DA	FT	Full-Time Student	287,507					
DA	HT	Half-Time Student	233,702					
DA	PD	Parent PLUS In-School Deferment	112,804					
DA	PE	Six Month Post-Enrollment Period	59,652					
DA	GF	Graduate Fellowship Program	0					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	1					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	11					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		494					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	7					
DA	UN	Unemployment Less Than 2 Years	5					
BK	Bankruptcy Claim, Active		51,644					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		1					
IA	Loan Originated		734,322					
ID	In School or Grace Period		-					
IG	In Grace Period		241,448					
IM	In Military Grace		31					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		163					
DU	Defaulted, Unresolved		36					
DX	Defaulted, Six Consecutive Payments		4					
DZ	Defaulted, six consecutive payments, then missed payment(s)		7					
XD	Defaulted, Six Consecutive Payments		-					
RP	In Repayment		85,629					
DL	Defaulted, In Litigation		0					
FR	Fraud		1					

			580	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	Nelnet	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	4,201,811					
FB	AD	Administrative	2,890					
FB	DC	Discretionary	141					
FB	No Type Reported		442					
FB	MN	Mandatory	4					
DA	FT	Full-Time Student	437,579					
DA	HT	Half-Time Student	1					
DA	PD	Parent PLUS In-School Deferment	122,429					
DA	PE	Six Month Post-Enrollment Period	46,704					
DA	GF	Graduate Fellowship Program	0					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	5					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	5					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	1					
DA	MR	National Guard, Reservist, or Retired Military	1					
DA	No Type Reported		442					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	0					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		30,404					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		-					
IA	Loan Originated		890,099					
ID	In School or Grace Period		-					
IG	In Grace Period		249,479					
IM	In Military Grace		61					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		1					
DU	Defaulted, Unresolved		-					
DX	Defaulted, Six Consecutive Payments		-					
DZ	Defaulted, six consecutive payments, then missed payment(s)		-					
XD	Defaulted, Six Consecutive Payments		2					
RP	In Repayment		10,635					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			581	Please fill in the relevant codes that you reported to the credit bureaus for each repayment statuses for April 2020				
Stat	Type	Name	Great Lakes	Account Status Code	Terms Frequency Code	Scheduled Monthly Payment Amount	Payment Pattern Code	Special Comment
FB	MA	Mandatory Administrative	5,609,891					
FB	AD	Administrative	348					
FB	DC	Discretionary	17					
FB	No Type Reported		36					
FB	MN	Mandatory	0					
DA	FT	Full-Time Student	345,057					
DA	HT	Half-Time Student	204,132					
DA	PD	Parent PLUS In-School Deferment	143,658					
DA	PE	Six Month Post-Enrollment Period	5,089					
DA	GF	Graduate Fellowship Program	1					
DA	IR	Internship/Residency	0					
DA	PP	Parental PLUS Borrower	22					
DA	AC	Action Programs	0					
DA	CD	Cancer Deferment	0					
DA	EH	Economic Hardship	1					
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0					
DA	MO	Active Duty Military Operations	0					
DA	MR	National Guard, Reservist, or Retired Military	0					
DA	No Type Reported		36					
DA	TL	Teacher Low-Income Institution	0					
DA	UE	Unemployment Less Than 3 Years	5					
DA	UN	Unemployment Less Than 2 Years	0					
BK	Bankruptcy Claim, Active		41,706					
DB	Defaulted then Bankrupt, Active Chapter 13		-					
DO	Defaulted, Then Bankrupt, Active, Other		-					
IA	Loan Originated		1,242,155					
ID	In School or Grace Period		-					
IG	In Grace Period		350,052					
IM	In Military Grace		107					
IP	In Post– Deferment Grace		-					
DF	Defaulted, Unresolved		-					
DU	Defaulted, Unresolved		-					
DX	Defaulted, Six Consecutive Payments		-					
DZ	Defaulted, six consecutive payments, then missed payment(s)		2					
XD	Defaulted, Six Consecutive Payments		-					
RP	In Repayment		18,220					
DL	Defaulted, In Litigation		0					
FR	Fraud		0					

			500	501	502	504	506	529	578	579	580	581
Stat	Type	Name	Mohela	EdFinancial	Cornerstone	Granite State	OSLA	ECSI (Perki	Navient	PHEAA	Nelnet	Great Lakes
FB	MA	Mandatory Administrative	1,274,840	768,801	378,313	409,327	293,690	36,569	4,611,127	5,947,619	4,201,811	5,609,891
FB	AD	Administrative	18,836	5,604	8,965	64	464	301	1,085	106,940	2,890	348
FB	DC	Discretionary	2	27	6	2	2	0	301	221	141	17
FB	No Type Reported		2	4	2	0	236	0	216	494	442	36
FB	MN	Mandatory	0	2	1	0	0	0	813	19	4	0
DA	FT	Full-Time Student	73,512	82,886	35,916	55,219	35,868	7	380,578	287,507	437,579	345,057
DA	HT	Half-Time Student	44,154	0	20,028	0	3,940	929	16,288	233,702	1	204,132
DA	PD	Parent PLUS In-School Deferment	113,328	78,361	53,778	60,436	43,582	0	91,730	112,804	122,429	143,658
DA	PE	Six Month Post-Enrollment Period	29,063	19,117	16,479	15,740	9,968	0	198	59,652	46,704	5,089
DA	GF	Graduate Fellowship Program	0	0	0	0	0	2	1,021	0	0	1
DA	IR	Internship/Residency	0	0	0	0	0	0	1	0	0	0
DA	PP	Parental PLUS Borrower	0	0	0	0	0	0	155	1	5	22
DA	AC	Action Programs	0	0	0	0	0	0	4	0	0	0
DA	CD	Cancer Deferment	0	0	0	0	0	0	3	0	0	0
DA	EH	Economic Hardship	1	0	0	0	2	27	5	11	5	1
DA	LF	Deferred Pending Loan Forgiveness Cancellation	0	0	0	0	0	121	0	0	0	0
DA	MO	Active Duty Military Operations	0	0	0	0	0	1	0	0	1	0
DA	MR	National Guard, Reservist, or Retired Military	0	0	0	0	0	0	0	0	1	0
DA	No Type Reported		2	4	2	0	236	0	216	494	442	36
DA	TL	Teacher Low-Income Institution	0	0	0	0	0	1	0	0	0	0
DA	UE	Unemployment Less Than 3 Years	0	0	0	0	2	21	21	7	0	5
DA	UN	Unemployment Less Than 2 Years	0	0	0	0	0	0	2	5	0	0
BK	Bankruptcy Claim, Active		10,634	4,725	1,201	2,406	1,736	300	47,319	51,644	30,404	41,706
DB	Defaulted then Bankrupt, Active Chapter 13		-	-	-	-	-	177	-	-	-	-
DO	Defaulted, Then Bankrupt, Active, Other		-	-	-	-	-	30	4	1	-	-
IA	Loan Originated		840,302	672,947	461,214	498,724	334,538	4,015	612,663	734,322	890,099	1,242,155
ID	In School or Grace Period		-	-	-	-	-	3	-	-	-	-
IG	In Grace Period		190,651	164,445	118,936	119,643	86,250	972	204,885	241,448	249,479	350,052
IM	In Military Grace		-	27	28	14	23	-	100	31	61	107
IP	In Post– Deferment Grace		-	-	-	-	-	5,785	-	-	-	-
DF	Defaulted, Unresolved		809	5	-	1	24	404	752	163	1	-
DU	Defaulted, Unresolved		-	-	-	-	1	113	156	36	-	-
DX	Defaulted, Six Consecutive Payments		-	-	-	-	-	895	60	4	-	-
DZ	Defaulted, six consecutive payments, then missed payment(s)		-	-	-	-	-	1,788	66	7	-	2
XD	Defaulted, Six Consecutive Payments		-	1	-	-	-	7	-	-	2	-
RP	In Repayment		4,549	5,452	5,396	1,473	1,238	4,574	74,951	85,629	10,635	18,220
DL	Defaulted, In Litigation		0	0	0	0	0	1	0	0	0	0
FR	Fraud		0	0	0	0	0	0	0	1	0	0

Account Status

05 - Account transferred to another office
11 - Current account
13 - Paid in full
61 - Paid in full; voluntary surrender
62 - Paid in full; collection account or claim
63 - Paid in full; was a repossession
64 - Paid in full; was a charge off
65 - Paid in full; a foreclosure was started
71 - 30 days
78 - 60 days
80 - 90 days
82 - 120 days
83 - 150 days
84 - 180 days
88 - Filed with govt. for insured portion on balance on defaulted loan
89 - Deed received in lieu of foreclosure on a defaulted mortgage
93 - Seriously past due, and/or assigned to collections
94 - Foreclosure/credit grantor sold collateral to settle mortgage
95 - Voluntary surrender
96 - Merchandise taken back by grantor; may be a balance due
97 - Unpaid balance reported as a loss by credit grantor
DA - Delete entire account from credit bureau
DF - Delete entire account due to confirmed fraud (fraud investigation completed)

Terms Frequency

M = Monthly
D = Deferred

D = Deferred (Refer to Note)
P = Single Payment Loan
W = Weekly
B = Biweekly
E = Semimonthly
M = Monthly
L = Bimonthly
Q = Quarterly
T = Triannually
S = Semiannually
Y = Annually

Special Comments

AW = Affected by Natural or Declared Disaster
Legal Action = AM
Refinanced = A5
Special Payment Arrangements = B, C, AB, AC, AI, AU, BP,
Transferred = O, AH, AL, AN, AT
Other = S, V, AV, AW, CH, CO
Removal of comment = blank

Payment History

0 = 0 payments past due (current account)
1 = 30 - 59 days past due date
2 = 60 - 89 days past due date
3 = 90 - 119 days past due date
4 = 120 - 149 days past due date
5 = 150 - 179 days past due date
6 = 180 or more days past due date
B = No payment history available prior to this time – either because the account was not open or because the payment history cannot be furnished. A "B" may not be embedded within other values.
D = No payment history available this month. "D" may be embedded in the payment pattern.
E = Zero balance and current account (Applies to Credit Cards and Lines of Credit)
G = Collection
H = Foreclosure Completed
J = Voluntary Surrender
K = Repossession
L = Charge-off

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	3

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
91003120F0311P00007	APR 03, 2020		

6. ISSUED BY CODE FSA-ACQ
US Department of Education
FSA - Acquisitions, 830 First St NE - Suite 91F3
Washington DC 20202
Reginald Mitchell 202-377-4215 reginald.mitchell@ed.gov

7. ADMINISTERED BY *(If other than Item 6)* CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*
GREAT LAKES EDUCATIONAL LOAN SERVICES, INC.
2401 INTERNATIONAL LN.
MADISON WI 53704
DUNS: 967379496
Cage Code: 5J3D5

CODE 00030773 FACILITY CODE

(X)
- [ ] 9A. AMENDMENT OF SOLICITATION NUMBER
- [ ] 9B. DATED *(SEE ITEM 11)*
- [X] 10A. MODIFICATION OF CONTRACT/ORDER NUMBER ED-FSA-09-D-0012/91003120F0311
- 10B. DATED *(SEE ITEM 13)* DEC 15, 2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Modification Amount: $0.00
Modification Obligated Amount: $0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions- Commercial Items (Mar 2009)- TAILORED
[ ]	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)
SEE ATTACHMENT BELOW

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Jill Leitl Chief Operating Officer	Kenneth C. Bell, Contracting Officer 202-377-4322 KENNETH.BELL@ED.GOV

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6) *(Signature of person authorized to sign)*	04-03-2020	Kenneth Bell Digitally signed by Kenneth Bell Date: 2020.04.06 08:05:28 -04'00' *(Signature of Contracting Officer)*	APR 03, 2020

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Continuation from block 14…

The purpose of this modification is to incorporate Change Request 5505 HR 748 - Administrative Forbearance into contract number ED-FSA-09-D-0012 Task Order 91003120F0311 with the understanding that funding in the amount of $194,357.00 will be provided on a separate modification on a later date.

The following Change Request shall be incorporated into Contract Number ED-FSA-09-D-0012 Task Order 91003120F0311.

CR ID	PRICE	CR Description
5505	$194,357.00	Servicers shall IMMEDIATELY cease ALL collection related activities on all borrowers and have this completed by April 3, 2020. a. Servicers should immediately stop all outgoing collection calls to borrowers. b. Servicers should immediately stop all billing notices informing borrowers they are due, or going to be due, for a payment. c. Servicers should immediately stop debiting borrowers bank accounts for borrowers on an ongoing auto-debit agreement. Servicers shall apply a non-capping Administrative forbearance starting 3/13/2020 and ending on 9/30/2020. Servicer shall apply this forbearance to all borrower accounts no later than April 10, 2020.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Contracting Officer: Kenneth C. Bell, 202-377-4322, KENNETH.BELL@ED.GOV Primary Contracting Officer Representative: Patrice Washington, (202) 377-3845, Patrice.Washington@ed.gov Alternate Contracting Officer Representative(s): Christian Hickson, 202-377-3581, Christian.Hickson@ed.gov Primary Technical Point of Contact: None Alternate Technical Point(s) of Contact: None				

From: Jackson, William
Sent: Mon, 20 Apr 2020 16:45:41 +0000
To: (b)(6) (b)(6) @glhec;'(b)(6) ;(b)(6) (b)(6) (b)(6) @Navient.com;'(b)(6) (b)(6) @navient.com)'(b)(6) (Contractor);'(b)(6) (b)(6) @MOHELA.com)';CSContracts;(b)(6) ;'(b)(6) ';'(b)(6) v@edfinancial.com';'Daniel Coughlan'(b)(6) @osla.org;(b)(6) ;(b)(6) ;'(b)(6) ';(b)(6) (b)(6) (b)(6) ;'F(b)(6)
Cc: Piccolo, Marc;Curran, Frank D.;LaVia, Mark;Tyrrell, Pete;Hardiman, Darrick;Johnson, Marquis;Hannie,Zakia;Tyrrell, Pete;Myers-Wright, Helena;Bryant, Michael;Singleton, Rhonda;Kim, Hyunsue;Taylor, Elvis;Bell, Kenneth;Marksman, Pamerah;Mitchell, Reginald;Johnson, Marquis
Subject: RE: Borrower Transfers
Importance: High

Good afternoon Team,

FSA requests that you temporarily continue to hold on all non-default Servicer to Servicer transfers. The Acquisitions Team will schedule a meeting with all servicers to discuss transfers on Wednesday, but will also use this to discuss other question you may have in general. Please send all questions to Helena Myers Wright and Debbe Johnson as soon as possible, but no later than noon tomorrow.

Please confirm receipt.

Best,
Bill

From: Jackson, William
Sent: Friday, April 17, 2020 10:19 AM
To: (b)(6) @glhec.org>; (b)(6) @glhec <(b)(6) glhec.org>; (b)(6) (b)(6) @glhec.org> (b)(6) @nelnet.net>; (b)(6) (b)(6) @nelnet.net>; (b)(6) @pheaa.org>; '(b)(6) (b)(6) @aessuccess.org>; (b)(6) @Navient.com; '(b)(6) (b)(6) @navient.com)' <(b)(6) @navient.com>; (b)(6) (Contractor) <Jennifer.Farmer@ed.gov>; (b)(6) @MOHELA.com)' (b)(6) @MOHELA.com>; CSContracts <CSContracts@mycornerstoneloan.org>; (b)(6) (b)(6) @mycornerstoneloan.org>; '(b)(6) @edfinancial.com>; (b)(6) @edfinancial.com' <(b)(6) @edfinancial.com>; (b)(6) (b)(6) @gsmr.org>; (b)(6) s@osla.org>; (b)(6) @osla.org>; (b)(6) (b)(6) @edfinancial.com>; (b)(6) ' (b)(6) @aessuccess.org>; (b)(6) (b)(6) @gsmr.org>; '(b)(6) @ecsi.net' (b)(6) @ecsi.net>; (b)(6) @ecsi.net' (b)(6) @ecsi.net>; 'F(b)(6) @MOHELA.com>; (b)(6) (b)(6) @MOHELA.com>
Cc: Piccolo, Marc <Marc.Piccolo@ed.gov>; Curran, Frank D. <Frank.Curran@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; Tyrrell, Pete <Pete.Tyrrell@ed.gov>; Hardiman, Darrick <Darrick.Hardiman@ed.gov>; Johnson, Marquis <Marquis.Johnson@ed.gov>; Hannie,Zakia

<Zakia.Hannie@ed.gov>; Tyrrell, Pete <Pete.Tyrrell@ed.gov>; Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Bryant, Michael <Michael.Bryant@ed.gov>; Singleton, Rhonda <Rhonda.Singleton@ed.gov>; Kim, Hyunsue <Hyunsue.Kim@ed.gov>; Taylor, Elvis <Elvis.Taylor@ed.gov>; Bell, Kenneth <Kenneth.Bell@ed.gov>; Marksman, Pamerah <Pamerah.Marksman@ed.gov>; Mitchell, Reginald <Reginald.Mitchell@ed.gov>; Johnson, Marquis <Marquis.Johnson@ed.gov>; Tang, Donny <Donny.Tang@ed.gov>
Subject: Borrower Transfers
Importance: High

Good morning Team,

As you may recall FSA asked you to suspend all borrower transfers until the implementation of CARES Act Change Requests. As of Monday 4/20/20, FSA requests that you resume all borrower transfers that were previously suspended.

Please confirm receipt of this request.

Best,
Bill Jackson

From: Bell, Kenneth
Sent: Wed, 22 Apr 2020 12:54:32 +0000
To: (b)(6) Mitchell, Reginald;(b)(6) ;(b)(6) ;(b)(6)
Cc: Jackson, William;Taylor, Elvis;Kim, Hyunsue;Marksman, Pamerah;Johnson, Marquis
Subject: RE: GAO Questions related to CARES Act work (job 104254)--Great Lakes

Thanks Jill,

Just to reiterate, Please do not send your response directly to GAO. Please send your responses only to your CO and this email distribution. FSA will review and send to GAO. NOTE: ideally, FSA should have your responses by Friday, April 24."

Ken

From: (b)(6) @glhec.org>
Sent: Tuesday, April 21, 2020 4:18 PM
To: Mitchell, Reginald <Reginald.Mitchell@ed.gov>;(b)(6) @glhec.org>; (b)(6) (b)(6) @glhec.org>; (b)(6) @glhec.org>
Cc: Bell, Kenneth <Kenneth.Bell@ed.gov>; Jackson, William <William.Jackson@ed.gov>; Taylor, Elvis <Elvis.Taylor@ed.gov>; Kim, Hyunsue <Hyunsue.Kim@ed.gov>; Marksman, Pamerah <Pamerah.Marksman@ed.gov>; Johnson, Marquis <Marquis.Johnson@ed.gov>
Subject: RE: GAO Questions related to CARES Act work (job 104254)--Great Lakes

We just received the request from GAO. It is attached. We will forward the response to Ken before sharing with GAO.

Thanks,
Jill

From: Mitchell, Reginald <Reginald.Mitchell@ed.gov>
Sent: Tuesday, April 21, 2020 8:52 AM
To: (b)(6) @glhec.org>; (b)(6) @glhec.org>; (b)(6) (b)(6) @glhec.org>; (b)(6) @glhec.org>
Cc: Bell, Kenneth <Kenneth.Bell@ed.gov>; Jackson, William <William.Jackson@ed.gov>; Taylor, Elvis <Elvis.Taylor@ed.gov>; Kim, Hyunsue <Hyunsue.Kim@ed.gov>; Marksman, Pamerah <Pamerah.Marksman@ed.gov>; Johnson, Marquis <Marquis.Johnson@ed.gov>; Mitchell, Reginald <Reginald.Mitchell@ed.gov>
Subject: GAO Questions related to CARES Act work (job 104254)--Great Lakes
Importance: High

Good morning Team Great Lakes,
****sent on behalf of Kenneth Bell****
FSA has been notified that GAO will be reaching out to you soon concerning your support of the COVID-19 requirements and making requests for various documentation. Please be aware that you are required

to send the documentation to the Contract Officer (CO) first, before you share the information with GAO.

If you have any questions or concerns, please contact your CO.

Thank you.

v/r
Reggie

Reggie Mitchell
Contract Specialist
Office: 202-377-4215
Cell: (b)(6)
reginald.mitchell@ed.gov

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From: (b)(6)
Sent: Wed, 1 Apr 2020 16:57:17 +0000
To: Jackson, William; (b)(6) @glhec;Brown, Jamie
Cc: Piccolo, Marc;Curran, Frank D.;LaVia, Mark;Hardiman, Darrick;Hannie,Zakia;Marksman, Pamerah;Bell, Kenneth;Kim, Hyunsue;Johnson, Marquis;Mitchell, Reginald;Taylor, Elvis
Subject: RE: URGENT- CR 5505 Requirement #1

Great Lakes stopped all outgoing collection calls last week. We stopped our regular auto-debit pulls last night, and stopped sending new billing statements today.

As an FYI – Our system has a feature called Non-repayment AutoPay (NRA). NRA allows a borrower in in-school, grace, deferment, or forbearance status to sign up to have payments withdrawn on a monthly basis. The borrower must specify the amount and day for the monthly withdrawal. We created this feature as a convenience for borrowers who wanted to make payments toward interest during non-repayment statuses. We are not shutting this feature off and will allow borrowers to continue to use this feature during the 6 month "COVID-19" forbearance if they wish.

Please let us know if there is anything more you need.

Thanks!
T
(b)(6)

PS – We also plan to start placing the new forbearance on accounts tomorrow to ensure we are done by April 10th.

From: Jackson, William <William.Jackson@ed.gov>
Sent: Wednesday, April 1, 2020 11:44 AM
To: (b)(6) @glhec.org>; (b)(6) @glhec.org>; (b)(6) (b)(6) @glhec.org>; Stover, (b)(6) @nelnet.net>; (b)(6) (b)(6) @nelnet.net>; (b)(6) @pheaa.org>; '(b)(6) (b)(6) @aessuccess.org>; (b)(6) @Navient.com; (b)(6) (b)(6) @navient.com)' <(b)(6) @navient.com>; (b)(6) (Contractor) <Jennifer.Farmer@ed.gov>; (b)(6) @MOHELA.com)' (b)(6) @MOHELA.com>; CSContracts <CSContracts@mycornerstoneloan.org>; (b)(6) (b)(6) @mycornerstoneloan.org>; (b)(6) @edfinancial.com>; (b)(6) @edfinancial.com' <(b)(6) @edfinancial.com>; (b)(6) (b)(6) @gsmr.org>; (b)(6) @osla.org>; (b)(6) (b)(6) @osla.org>; (b)(6) @edfinancial.com>; (b)(6) (b)(6) @aessuccess.org>; (b)(6) @gsmr.org>; (b)(6) @ecsi.net' (b)(6) @ecsi.net>; (b)(6) @ecsi.net' <(b)(6) @ecsi.net>; (b)(6) (b)(6) @MOHELA.com>
Cc: Piccolo, Marc <Marc.Piccolo@ed.gov>; Curran, Frank D. <Frank.Curran@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; Hardiman, Darrick <Darrick.Hardiman@ed.gov>; Hannie,Zakia <Zakia.Hannie@ed.gov>; Marksman, Pamerah <Pamerah.Marksman@ed.gov>; Bell, Kenneth <Kenneth.Bell@ed.gov>; Kim, Hyunsue <Hyunsue.Kim@ed.gov>; Johnson, Marquis

<Marquis.Johnson@ed.gov>; Mitchell, Reginald <Reginald.Mitchell@ed.gov>; Taylor, Elvis <Elvis.Taylor@ed.gov>; Jackson, William <William.Jackson@ed.gov>
Subject: URGENT- CR 5505 Requirement #1
Importance: High

Good afternoon Team,

All servicers should immediately begin requirement # 1 from CR 5505, if there are no related costs to FSA to implement these requirements. FSA views these actions as VERY beneficial to borrowers and realizes servicers may not incur costs to put these requirements in place.

1. Servicers shall IMMEDIATELY cease ALL collection related activities on all borrowers and have this completed by April 3, 2020.
   a. Servicers should immediately stop all outgoing collection calls to borrowers.
   b. Servicers should immediately stop all billing notices informing borrowers they are due, or going to be due, for a payment.
   c. Servicers should immediately stop debiting borrowers bank accounts for borrowers on an ongoing auto-debit agreement.

Once 1A, 1B, 1C are in place and when the stop actions occurred, please provide confirmation to those individuals courtesy copied on this email.

Best regards,
Bill

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From: Washington, Patrice
Sent: Wed, 6 May 2020 14:54:56 +0000
To: PHEAACRs (PHEAACRs@pheaa.org);T(b)(6)
(b)(6) @Navient.com;'H(b)(6)
(b)(6) @navient.com);C(b)(6)
Cc: Hickson, Christian;Ratchford, Sabrina;Booker, Anthony;Villatoro, Wendy;Taylor, Elvis;Bell, Kenneth;Mitchell, Reginald;Johnson, Marquis
Subject: To TIVAS and PSLF: CR 5556: COVID-19 PSLF Changes
Attachments: CR 5556 COVID-19 PSLF Changes.pdf

I am requesting an Impact Analysis from the TIVAS and PSLF for the attached CR. The IA due date is on or before 05/08/2020.

FSA requests both IA and cost proposals to be delivered simultaneously. Strict due date of 05/08/20 must be met.

Please let me know if additional information is needed.

Thank you,

Patrice D. Washington
Contracting Officer's Representative
Federal Student Aid
Business Operations
830 First Street, NE, 61C5
Washington, DC 20202
202-377-3845 Office

Business Operations Change Request Form

As Of: 4/23/20 1:18:21PM

Administrative Information

CR: 5556 **Drafted:** 4/21/20 7:41:27AM **Submitted:** 4/23/20 12:54:31PM

Title: COVID-19 PSLF Changes

Sponsor: Mark La Via **Business Analyst:** Emir Frisby

Anticipated Implementation Date: 05/04/2020 ***EMERGENCY***

Change Request Details

Reason (Business Need):

Changes are needed to PSLF processing to support the CARES Act (HR 748).

Description (Requirements):

1. The PSLF servicer shall REQUIRE borrowers to provide employment certification following current PSLF/TEPSLF requirements during the 3/13/20 to 9/30/20 suspension period to get payment credit toward PSLF/TEPSLF forgiveness.
 a. The servicer shall NOT give borrowers full, qualifying monthly payment credit to count toward PSLF/TEPSLF forgiveness (i.e. increase the PSLF/TEPSLF payment counter) unless the servicer has received employment certification satisfying current required documentation for employment.
 b. This requirement supersedes and invalidates prior requirement # 9 in change request 5505 [Prior requirement was: The PSLF servicer shall treat this forbearance period as if borrowers have submitted qualifying employment certification information. Borrowers pursuing PSLF will not need to provide employment certification for this period of time in order for this time to count toward PSLF forgiveness.]

2. The PSLF servicer shall give borrowers PSLF/TEPLSF payment credit toward PSLF/TEPSLF loan forgiveness as if they made an on-time, in full payment for the period 3/13/20 through 9/30/20.
 a. Borrowers will be given payment credit as if they made an on-time, in full payment for each month for April 2020 through September 2020.
 b. If the borrower was due a payment from 3/1/20 to 3/12/20 they will NOT get PSLF/TEPSLF payment credit as if they made that payment unless they actually made an on-time and in full payment to satisfy that payment. If the borrower was not due a payment between 3/1/20 to 3/12/20 the borrower DOES get PSLF/TEPSLF credit as if they made an on-time, in full payment for March 2020.
 c. Borrowers are not required to take any action or provide any documentation to get payment credit during this time. The payment credit shall be available on any Direct Loan disbursed prior to 3/13/20.
 d. Any payments made during the 3/13/20 to 9/30/20 shall not count as additional credits toward PSLF/TEPSLF loan forgiveness during the 3/13/20 to 9/30/20 timeframe (borrowers can only get credit for one payment toward forgiveness each month).

3. The PSLF servicer shall, during the period from 3/13/20 through 9/30/20, give borrower PSLF/TEPSLF repayment plan credit toward PSLF/TEPSLF loan forgiveness as if they were on a qualifying repayment plan during the time period as long as the borrower has entered repayment.
 a. Borrowers in an in school or in grace status will not be given credit as if in a qualifying repayment plan during the 3/13/20 to 9/30/20 period.
 b. If a borrower was on a qualifying PSLF/TEPSLF payment plan prior to or during the 3/13/20 to 9/30/20 period – they will be treated as if they were on a qualified PSLF/TEPSLF repayment plan (10 year Standard plan).
 c. If a borrower was NOT on a qualifying PSLF/TEPSLF payment plan prior to or during the 3/13/20 to 9/30/20 period – they will be treated as if they were on a qualified PSLF/TEPSLF repayment plan (10 year Standard plan).
 d. Borrowers are not required to take any action or provide any documentation to get credit as if on a qualifying PSLF/TEPSLF during this time. The repayment plan credit shall be available on any Direct Loan disbursed prior to 3/13/20.

4. The PSLF servicer shall not give payment or repayment plan credit toward PSLF/TEPSLF forgiveness while a borrower is in school or in grace status.

a. Borrowers do not get PSLF/TEPSLF payment or repayment plan credit during the COVID-19 suspension period while they are in school or in grace status.

5. ALL servicers shall update customer service representatives to understand PSLF payment eligibility requirements during the COVID-19 payment suspension and be able to provide that information to borrowers if requested.
See Also CR 5505

Does this change require a new network connection (Secure File Transfer Protocol is mandatory for all new connections)? No

IST Anticipated? No

FSA Service/System/Area Impacted

Communications - Notification Only
CornerStone
EdFinancial
Granite State
Great Lakes
MOHELA
Navient
Nelnet
OSLA
PHEAA
PSLF
Perkins

Validation - Artifacts and Corresponding Requirement IDs (Required for Services)

Updated processing/review procedures describing how the updated requirements for payment qualification during the COVID 19 period are used.

Customer service scripts and/or training for informing borrowers of the updated PSLF/TEPSLF eligibility requirements during the COVID 19 suspension period.

Artifacts Due Date: 05/08/2020 **BU Reviewer:** Jose Gonzalez

From: Jackson, William
Sent: Mon, 8 Jun 2020 16:16:10 +0000
To: Hardiman, Darrick
Subject: FW: Request for Corrective Action Plan (CAP)
Attachments: CR 5505 HR 748 - Administrative Forbearance.pdf

Sir,

FYSA…

V/r,
Bill

From: Jackson, William
Sent: Monday, June 8, 2020 12:00 PM
To: (b)(6) @glhec (b)(6) @glhec.org>
Cc: Bell, Kenneth <Kenneth.Bell@ed.gov>
Subject: Request for Corrective Action Plan (CAP)

Good morning Team Great Lakes,

This is a follow-up to our conversation this morning regrading CR 5505 HR 748 – Administrative Forbearance; please find CR 5505 attached. Within the description of the CR 5505, it was identified that "Servicers shall report to credit reporting agencies as if a regularly scheduled payment was made by the borrower during this period of forbearance. Reporting should indicate the borrower is current and have made their monthly payment of $0 (similar to $0 IDR)".

It has come to the attention of FSA Contracts via numerous monitoring avenues (e.g., Great Lakes, ombudsman complaints, social media listening, Consumer Financial Protection Bureau) of an increase in complaints regarding borrowers whose credit scores had suddenly become adversely impacted. Upon research it was determined that many of these borrowers were serviced by Great Lakes.

As a result of this occurrence, Great Lakes shall submit a CAP within two (2) days after receipt of this request. The CAP shall provide sufficient detail, including, but not limited to a narrative describing the events leading up to the error, a timeline of the associated events, a comprehensive breakout of impact(s) resulting from the error, and demonstrate how Great Lakes plan to prevent future occurrences of this type.

Please acknowledge receipt of this email. Additionally, any questions concerning the above should be forward to Kenneth Bell or myself.

Sincerely,
Bill

Bill Jackson

Executive Business Advisor / Contracting Officer
U.S. Department of Education
Federal Student Aid (FSA)
O: (202) 377-4870

Business Operations Change Request Form

As Of: 3/31/20 3:46:03PM

Administrative Information

CR: 5505 **Drafted:** 3/27/20 3:04:23PM **Submitted:** 3/31/20 3:32:14PM

Title: HR 748 - Administrative Forbearance

Sponsor: Mark La Via **Business Analyst:** Emir Frisby

Anticipated Implementation Date: 04/10/2020 ***EMERGENCY***

Change Request Details

Reason (Business Need):

Due to the Coronavirus Pandemic National Emergency ED needs to provide relief for student loan borrowers.

Description (Requirements):

1. Servicers shall IMMEDIATELY cease ALL collection related activities on all borrowers and have this completed by April 3, 2020.
 a. Servicers should immediately stop all outgoing collection calls to borrowers.
 b. Servicers should immediately stop all billing notices informing borrowers they are due, or going to be due, for a payment.
 c. Servicers should immediately stop debiting borrowers bank accounts for borrowers on an ongoing auto-debit agreement.

2. Servicers shall apply a non-capping Administrative forbearance starting 3/13/2020 and ending on 9/30/2020. Servicer shall apply this forbearance to all borrower accounts no later than April 10, 2020.
 a. If the borrower was previously in another payment suspension status (deferment, forbearance, etc.) that status should be superseded by this status (see exceptions). If the prior status extends beyond 9/30/2020, the servicer shall reapply that status and use the end date related to that status beginning on 10/1/2020.
 i. EXCEPTIONS to this Administrative forbearance – The servicer shall NOT apply the administrative forbearance to any borrower currently in an in-school status, in grace status, bankruptcy status, or in-school deferment (including Parent PLUS in school and other enrollment related deferments). Borrowers currently in the process of applying for and receiving TPD (and already has payments suspended for that purpose) should not be placed into this forbearance. If currently in one of these deferments/statuses, but removed from that status prior to 9/30/2020, the borrower shall be placed into administrative forbearance through 9/30/2020.
 ii. NOTE: Borrowers currently in $0 IDR plans should also be placed into this forbearance. Borrowers on cancer deferment should be placed into this forbearance. Perkins borrowers should all be brought current and placed onto this forbearance (this supersedes the direction given in CR 5477 to continue to send Perkins loans received over 90 days delinquent to DMCS).
 iii. If borrowers who are in an excepted status (other than in-school/grace) specifically requests to be put into this forbearance the servicer shall apply the forbearance to the borrower's account.
 b. This forbearance should be applied to all federally held borrowers (Direct Loans, FFEL, and Perkins) but should not be applied to non-federally held FFEL or Perkins loans.
 c. Borrowers currently in school or grace but who enter repayment prior to 9/30/2020 shall be placed into this forbearance.
 d. Borrowers entering repayment as a newly originated loan (from COD or consolidation) shall be placed into this forbearance.
 e. During this period of forbearance, borrowers should not be required to make any payments and no collection activities should occur requesting payments.
 f. Any requests for deferment or forbearance during this status should be reviewed and if the borrower is deemed eligible, and the end date is after 9/30/2020, the borrower shall be placed into that status as of 10/1/2020.
 g. If the borrower is delinquent at the time the forbearance is applied, all prior periods of delinquency shall be covered by a non-capping administrative forbearance for the prior delinquency period. NOTE: The administrative forbearance used to cover prior delinquency is essentially as separate administrative forbearance - additional benefits (i.e. credit reporting, qualifying payments, etc.) of this current (ending 9/30/20) administrative forbearance only relate to the 3/13/20 – 9/30/20 time period, not during a forbearance applied to cover a prior delinquency.

3. Upon application of the Administrative forbearance period the servicer shall provide notification to the borrower.
a. FSA shall provide the notification template to be used and will include within the notice an explanation that: Payments have been suspended, interest has been waived (changed to 0%), Borrowers may continue to pay if they choose to, and the temporary nature of the suspension.
b. The notice template will be provided by 4/2/2020.

4. Servicers shall update their websites with information related to this administrative forbearance period. Updates shall be reviewed and approved by FSA prior to posting (Servicers can use FSA content as input/starting point for servicer website content).

5. Servicers shall NOT perform auto debiting of borrower's bank accounts during this period of forbearance.
a. Servicers shall refund payments received on/after 3/13/2020 only if the borrower requests the payment be refunded or if directed to do so by FSA (related to unique borrower scenarios).

6. Servicers shall NOT accrue any interest for any borrower during this period of forbearance.
a. Servicers shall update the loans with the 0% interest rate applied for CR 5475 to end that rate on 9/30/2020.
b. Servicers shall not count any months a borrower is in 0% interest due to CR 5475/CR 5505 toward any military type 0% interest period (do not count these months against the limited number of 0% months allowed).

7. Servicers shall report to credit reporting agencies as if a regularly scheduled payment was made by the borrower during this period of forbearance.
a. Reporting should indicate the borrower is current and have made their monthly payment of $0 (similar to $0 IDR).

8. Servicers shall treat this forbearance period as if payments for each month have been made in full and on-time and on a 10-year standard repayment plan towards loan forgiveness programs (PSLF/TEPSLF and IDR). This period of time will count toward these forgiveness programs even if the borrower is/was not on a qualifying repayment plan.
a. This period should also count as if in full, on-time payments were made for rebates or forced IDR/ICR.

9. The PSLF servicer shall treat this forbearance period as if borrowers have submitted qualifying employment certification information. Borrowers pursuing PSLF will not need to provide employment certification for this period of time in order for this time to count toward PSLF forgiveness.

10. Servicers shall extend all IDR plan and cancer deferment recertification/end dates (if they end or require recertification prior to 9/30/2020) for 6 months from the current recertification/end date, if the extended date is prior to 10/1/2020, extend that date to 10/1/2020. [No recertification or end date should occur during the forbearance period]
a. Servicers shall allow borrowers to recertify and/or update income submissions during this time if the borrower wants to.

11. Servicers shall provide notices to borrowers beginning on August 1, 2020.
a. Servicers shall provide at least 6 notices to the borrowers.
b. FSA shall provide the notices to be provided no later than July 1, 2020. FSA will work with servicers to determine the sequence, timing, format, and text of each notice to be sent to borrowers.

12. Servicers shall allow a borrower to request to opt out of this forbearance period.
a. Servicers shall continue to accrue interest at 0% for borrowers that have opted out of forbearance period through 9/30/2020.
b. Servicers shall resume normal repayment activities for borrowers who have opted out of the forbearance.
c. Servicers shall allow borrowers to opt back into the forbearance if the borrower requests after having opted out.
d. If at any point prior to 9/30/2020 the borrower becomes over 30 days delinquent the borrower shall be placed back into this Administrative forbearance through 9/30/2020.

13. Servicers shall report the Administrative forbearance period to NSLDS as an "MA" forbearance code (to assist with tracking these forbearances). If an administrative forbearance is used to cover prior delinquency (prior to 3/13/20 period) those administrative forbearances should continue to be reported as AD.

14. Servicers shall provide daily reporting (each business day) via email to FSA identifying Administrative forbearance statistics. Reports shall be provided by 11:00 am ET and sent to tivas.reports@ed.gov; Patrick.Campbell@ed.gov, Mark.LaVia@ed.gov, and Marc.Piccolo@ed.gov (other addresses may be added as needed).
a. See attached reporting template (5505_Report.xlsx).
b. Report shall be provided in Excel format as an attachment to the daily email.

15. Requirements of this CR 5505 supersede the requirements in CR 5477. The requirements of 5477 will no longer be in effect once CR 5505 has been approved.

16. Requirements in CR 5505 supplement requirements in CR 5475. The 0 % interest rate required in CR 5475 remains in effect, but as stated in CR 5475, this CR clarifies the stop date of that interest rate as 9/30/20. All other requirements of CR 5475 remain in place.

17. Servicers shall invoice for borrowers in this CR 5505 forbearance under a unique billing category. FSA has created a unique billing category for this status (at a rate of $2.19 per borrower) that servicers shall use. Servicers can work with their COR/CO to get additional information about invoicing (such as CLIN, etc.).
a. Servicers shall continue to bill service members in that category.

Also see CR 5505 Q&A document and National Emergency CR 5475 – 0% Interest Rate

Does this change require a new network connection (Secure File Transfer Protocol is mandatory for all new connections)? No

IST Anticipated? No

FSA Service/System/Area Impacted

Validation - Artifacts and Corresponding Requirement IDs (Required for Services)

Servicers shall provide 10 borrower account snapshots showing that the accounts have had the forbearance applied, continue to be on 0% interest, and will remain in forbearance through 9/30/2020. Copies of the notices sent to these 10 borrowers should also be included.

Servicers shall provide a snapshot of any updates to web pages after posted to show the information displayed to the borrowers.

Servicers shall provide 10 borrower account snapshots showing the IDR certification end date has been extended 6 months. Please include narrative describing how FSA can see the date has been extended.

Servicer shall provide a copy of 2 emails showing the reporting is being provided to FSA as required.

Artifacts Due Date: 04/15/2020 **BU Reviewer:** Helena Myers-Wright

From: (b)(6)
Sent: Thu, 21 May 2020 17:17:21 +0000
To: Campbell, Patrick;Bell, Kenneth;(b)(6) r;LaVia, Mark;Piccolo, Marc;Greene, Chris;Hardiman, Darrick;Jackson, William;(b)(6) ;Taylor, Elvis;Davis, James E.;(b)(6) (b)(6) ;Tessitore, Lisa;(b)(6) Hankish, James
Cc: Popevis, Joe;Tessitore, Lisa;Vecera, Michael
Subject: RE: Need information on named plaintiffs in recent credit reporting lawsuit (Sass v Great Lakes)

We will pull that together and get back to you Patrick.

Thanks,
(b)(6)

_____
Chief Operating Officer | 608-246-1510
Great Lakes Educational Loan Services, Inc.

From: Campbell, Patrick <Patrick.Campbell@ed.gov>
Sent: Thursday, May 21, 2020 12:13 PM
To: Bell, Kenneth <Kenneth.Bell@ed.gov>; (b)(6) y <(b)(6) @glhec.org>; LaVia, Mark <Mark.LaVia@ed.gov>; Piccolo, Marc <Marc.Piccolo@ed.gov>; Greene, Chris <Chris.Greene@ed.gov>; Hardiman, Darrick <Darrick.Hardiman@ed.gov>; Jackson, William <William.Jackson@ed.gov>; (b)(6) (b)(6) @glhec.org>; (b)(6) y@glhec.org>; Taylor, Elvis <Elvis.Taylor@ed.gov>; Davis, James E. <James.E.Davis@ed.gov>;(b)(6) @glhec.org>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>;(b)(6) @nelnet.net>; Hankish, James <James.Hankish@ed.gov>
Cc: (b)(6) @nelnet.net>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>; Vecera, Michael <Michael.Vecera@ed.gov>
Subject: Need information on named plaintiffs in recent credit reporting lawsuit (Sass v Great Lakes)

Good afternoon everyone.

As you may already know there was a lawsuit filed in California regarding the recent credit reporting issues (Sass v Great Lakes).

I have attached the complaint and below is also a link:
https://protectborrowers.org/wp-content/uploads/2020/05/sass_v_great_lakes-1.pdf

FSA would appreciate background on the two named borrowers (Sass and Hounanian). Specifically, FSA would like to see screen shots of what was reported to the credit bureaus for each of those borrower's tradelines for April 2020.

Name Plaintiffs.
11. Plaintiff Katherine Sass is an individual person and a resident of San Francisco, California.

12. Plaintiff Cody Hounanian is an individual person and a resident of Santa Clarita, California.

Thank you for your help with this matter,

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830



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From: (b)(6)
Sent: Tue, 19 May 2020 20:00:24 +0000
To: Tessitore, Lisa;(b)(6)
Cc: Myers-Wright, Helena;Campbell, Patrick;Holloway, Destre;Murphy, Robert;Laine, Douglas;Holloway, Julie;Galleguillos, Ruben;Stephenson, Katon;Vann, Jason
Subject: RE: Credit reporting - Monitoring

Hello Lisa,

Please see our response below in regards to the accounts in question.

For both customers, (b)(6) and (b)(6) their accounts are closed on our system. We have updated NSLDS manually to reflect the loans closed.

For (b)(6) and (b)(6), their loans are on the mandatory administrative forbearance and we have verified for April's month end credit reporting to TU we reported the loans with a status of current, in repayment with a $0.00 payment amount. We also noticed that (b)(6) had one loan still showing active on NSLDS but it has been closed so we manually updated this on NSLDS as well.

For CR 5505 we are reporting loans on this specific mandatory administrative forbearance as current, in repayment with a $0.00 payment amount.

Let me know if you have any additional questions.

Thank you.

(b)(6)
Loan Servicing AVP
Edfinancial Services
865-342-5280

From: Tessitore, Lisa <Lisa.Tessitore@ed.gov>
Sent: Friday, May 15, 2020 5:12 PM
To: (b)(6) @edfinancial.com>;(b)(6) @edfinancial.com>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Campbell, Patrick <Patrick.Campbell@ed.gov>; Holloway, Destre <Destre.Holloway@ed.gov>; Murphy, Robert <Robert.Murphy@ed.gov>; Laine, Douglas <Douglas.Laine@ed.gov>; Holloway, Julie <julie.holloway@ed.gov>; Galleguillos, Ruben <Ruben.Galleguillos@ed.gov>; Stephenson, Katon <Katon.Stephenson@ed.gov>; Vann, Jason <Jason.Vann@ed.gov>
Subject: Credit reporting - Monitoring

(b)(6)

Hello and I hope this email finds you well.

We have been doing a review of credit bureau reporting, specifically Trans Union. We sampled a handful of accounts and I have a couple of questions. I compared the reporting on TU to that of NSDLS (verified status). Will you please review the following and address the notations/comments I have?

Thanks and have a great weekend.
Lisa

(b)(6)

TU indicates his accounts with Edfinancial are closed however on NSLDS still has small balances of $12 and $42
Will you please review your system to determine if you are showing closed and if so updated NSLDS accordingly? If not closed can you provide me details on why TU is indicating closed.

(b)(6) same observation with balances of $46 and $75
I understand this is likely a reporting issue with NSLDS but can you please confirm as with the above account?

(b)(6) and (b)(6) – these are examples of accounts on NSDLS in Forb (MA), however on TU they present as if they are in repayment status vs the status of Deferred/current (no payment due).
Will you please provide me with your process on reporting MA forbearances under CR 5505?

Lisa Tessitore |Director Vendor Oversight Group (VOG)
Vendor Oversight and Program Accountability (VOPA) |
Student Experience and Aid Delivery (SEAD)
U.S. Department of Education | Federal Student Aid
61 Forsyth St SW, Office Suite 18T30-48; Atlanta, GA 30303
Office: (404) 974-9267 | Cell (b)(6) | lisa.tessitore@ed.gov

Federal Student Aid
An OFFICE of the U.S. DEPARTMENT of EDUCATION

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From: (b)(6)
Sent: Tue, 19 May 2020 22:17:09 +0000
To: Tessitore, Lisa;(b)(6)
Cc: Myers-Wright, Helena;Campbell, Patrick;Holloway, Destre;Murphy, Robert;Laine, Douglas;Holloway, Julie;Galleguillos, Ruben;Stephenson, Katon;Vann, Jason
Subject: RE: Credit reporting - Monitoring

Hello Lisa,

For these two accounts, yes the customers paid these in full with a payment prior to this inquiry.

Thanks.

(b)(6)

Loan Servicing AVP
Edfinancial Services
865-342-5280

From: Tessitore, Lisa <Lisa.Tessitore@ed.gov>
Sent: Tuesday, May 19, 2020 5:11 PM
To: (b)(6)@edfinancial.com>; (b)(6)@edfinancial.com>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Campbell, Patrick <Patrick.Campbell@ed.gov>; Holloway, Destre <Destre.Holloway@ed.gov>; Murphy, Robert <Robert.Murphy@ed.gov>; Laine, Douglas <Douglas.Laine@ed.gov>; Holloway, Julie <julie.holloway@ed.gov>; Galleguillos, Ruben <Ruben.Galleguillos@ed.gov>; Stephenson, Katon <Katon.Stephenson@ed.gov>; Vann, Jason <Jason.Vann@ed.gov>
Subject: RE: Credit reporting - Monitoring

Natalie – thank you see below.

Lisa Tessitore |Director Vendor Oversight Group (VOG)
Vendor Oversight and Program Accountability (VOPA) |
Student Experience and Aid Delivery (SEAD)
U.S. Department of Education | Federal Student Aid
61 Forsyth St SW, Office Suite 18T30-48; Atlanta, GA 30303
Office: (404) 974-9267 | Cell: (b)(6) | lisa.tessitore@ed.gov



From (b)(6)@edfinancial.com>
Sent: Tuesday, May 19, 2020 4:00 PM
To: Tessitore, Lisa <Lisa.Tessitore@ed.gov>; (b)(6)k@edfinancial.com>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Campbell, Patrick <Patrick.Campbell@ed.gov>; Holloway, Destre <Destre.Holloway@ed.gov>; Murphy, Robert

<Robert.Murphy@ed.gov>; Laine, Douglas <Douglas.Laine@ed.gov>; Holloway, Julie <julie.holloway@ed.gov>; Galleguillos, Ruben <Ruben.Galleguillos@ed.gov>; Stephenson, Katon <Katon.Stephenson@ed.gov>; Vann, Jason <Jason.Vann@ed.gov>
Subject: RE: Credit reporting - Monitoring

Hello Lisa,

Please see our response below in regards to the accounts in question.

For both customers, (b)(6) and (b)(6) their accounts are closed on our system. We have updated NSLDS manually to reflect the loans closed. To clarify where they closed with a payment prior to this inquiry or was there a prior adjustment?

For (b)(6) and (b)(6), their loans are on the mandatory administrative forbearance and we have verified for April's month end credit reporting to TU we reported the loans with a status of current, in repayment with a $0.00 payment amount. We also noticed that Stephanie Thiemann had one loan still showing active on NSLDS but it has been closed so we manually updated this on NSLDS as well.thank you

For CR 5505 we are reporting loans on this specific mandatory administrative forbearance as current, in repayment with a $0.00 payment amount. Thanks for confirming.

Let me know if you have any additional questions.

Thank you.

(b)(6)
Loan Servicing AVP
Edfinancial Services
865-342-5280

From: Tessitore, Lisa <Lisa.Tessitore@ed.gov>
Sent: Friday, May 15, 2020 5:12 PM
To: (b)(6) @edfinancial.com>; (b)(6) @edfinancial.com>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Campbell, Patrick <Patrick.Campbell@ed.gov>; Holloway, Destre <Destre.Holloway@ed.gov>; Murphy, Robert <Robert.Murphy@ed.gov>; Laine, Douglas <Douglas.Laine@ed.gov>; Holloway, Julie <julie.holloway@ed.gov>; Galleguillos, Ruben <Ruben.Galleguillos@ed.gov>; Stephenson, Katon <Katon.Stephenson@ed.gov>; Vann, Jason <Jason.Vann@ed.gov>
Subject: Credit reporting - Monitoring

(b)(6)

Hello and I hope this email finds you well.

We have been doing a review of credit bureau reporting, specifically Trans Union. We sampled a handful of accounts and I have a couple of questions. I compared the reporting on TU to that of NSDLS (verified status). Will you please review the following and address the notations/comments I have?

Thanks and have a great weekend.
Lisa

(b)(6)
TU indicates his accounts with Edfinancial are closed however on NSLDS still has small balances of $12 and $42
Will you please review your system to determine if you are showing closed and if so updated NSLDS accordingly? If not closed can you provide me details on why TU is indicating closed.
(b)(6) same observation with balances of $46 and $75
I understand this is likely a reporting issue with NSLDS but can you please confirm as with the above account?
(b)(6) and (b)(6) – these are examples of accounts on NSLDS in Forb (MA), however on TU they present as if they are in repayment status vs the status of Deferred/current (no payment due).
Will you please provide me with your process on reporting MA forbearances under CR 5505?

Lisa Tessitore |Director Vendor Oversight Group (VOG)
Vendor Oversight and Program Accountability (VOPA) |
Student Experience and Aid Delivery (SEAD)
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61 Forsyth St SW, Office Suite 18T30-48; Atlanta, GA 30303
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From: Tessitore, Lisa
Sent: Tue, 19 May 2020 13:50:04 +0000
To: (b)(6) v@mohela.com;P (b)(6)
Cc: Myers-Wright, Helena;Holloway, Destre;Campbell, Patrick;Holloway, Julie;Galleguillos, Ruben;Stephenson, Katon;Murphy, Robert;Vann, Jason
Subject: RE: Credit Reporting

Hello Paul,

Always good to hear from you; and I hope you and your family are remaining safe during these "different" times.

I have a couple of questions if you don't mind in helping me get things clarified.

I do understand the need to split loans on Compass due to the interest rate (max); from the below are you saying on Compass you had 1 portion of the split loan in repayment and the other in forbearance? Or was Compass correct but the updates to NSDLS and TU were not?

And then I assume corrections were made on Friday to the above system(s) and you will continue to add the split loans to your regular queries during the CARES Act work. Did I get this piece right?

Thanks for helping me understand.

Take care and stay safe to you and the MOHELA family.
Lisa

Lisa Tessitore |Director Vendor Oversight Group (VOG)
Vendor Oversight and Program Accountability (VOPA) |
Student Experience and Aid Delivery (SEAD)
U.S. Department of Education | Federal Student Aid
61 Forsyth St SW, Office Suite 18T30-48; Atlanta, GA 30303
Office: (404) 974-9267 | Cell: (b)(6) | lisa.tessitore@ed.gov



From: (b)(6) V@MOHELA.com>
Sent: Monday, May 18, 2020 5:57 PM
To: Tessitore, Lisa <Lisa.Tessitore@ed.gov>; (b)(6) @MOHELA.com>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Holloway, Destre <Destre.Holloway@ed.gov>; Campbell, Patrick <Patrick.Campbell@ed.gov>; Holloway, Julie <julie.holloway@ed.gov>; Galleguillos, Ruben <Ruben.Galleguillos@ed.gov>; Stephenson, Katon <Katon.Stephenson@ed.gov>; Murphy, Robert <Robert.Murphy@ed.gov>; Vann, Jason

<Jason.Vann@ed.gov>
Subject: RE: Credit Reporting

Hi Lisa,

Hope you are doing well. These borrowers did not opt out but instead had to have their loans spilt due to a system limitation of $99,999.99 in interest. They were updated on Friday. We are currently reviewing all loans that have the same situation and are updating those and putting in additional steps when this occurs in the future.

Thanks and have a great rest of the week,
Paul

From: Tessitore, Lisa <Lisa.Tessitore@ed.gov>
Sent: Friday, May 15, 2020 4:00 PM
To: (b)(6) @MOHELA.com>; (b)(6) @MOHELA.com>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Destre Holloway <Destre.Holloway@ed.gov>; Campbell, Patrick <Patrick.Campbell@ed.gov>; Holloway, Julie <julie.holloway@ed.gov>; Galleguillos, Ruben <Ruben.Galleguillos@ed.gov>; Stephenson, Katon <Katon.Stephenson@ed.gov>; Murphy, Robert <Robert.Murphy@ed.gov>; Vann, Jason <Jason.Vann@ed.gov>
Subject: Credit Reporting

(b)(6)

Hello and I hope this email finds you well.

We have been doing a review of credit bureau reporting, specifically Trans Union. We sampled a handful of accounts and I have a couple of questions. I compared the reporting on TU to that of NSDLS (verified status). Will you please review the following and address the notations/comments I have?

Thanks and have a great weekend.
Lisa

(b)(6)

I noted he is in a repayment status – did he opt out? If so can you provide me the information that confirms (screen shot from compass notes is fine).

(b)(6)

She too is in repayment status – did she opt out? Per NSLDS she is in a IDR but I haven't seen any payments since 2019 so I assume zero pay. Can you provide the same – screen shots from compass that indicated her request to opt out).

Lisa Tessitore |Director Vendor Oversight Group (VOG)
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* *
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* *

From: Campbell, Patrick
Sent: Fri, 12 Jun 2020 02:03:25 +0000
To: Campbell, Patrick
Subject: FW: RE: RE: RE: RE: RE: Credit Reporting Complaints

From: (b)(6) g@aessuccess.org>
Sent: Friday, May 22, 2020 11:52 AM
To: Campbell, Patrick <Patrick.Campbell@ed.gov>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>; Piccolo, Marc <Marc.Piccolo@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; (b)(6) (b)(6) s@aessuccess.org>; (b)(6) (b)(6) @pheaa.org>; (b)(6) (b)(6) @aessuccess.org>
Subject: Re: RE: RE: RE: RE: RE: Credit Reporting Complaints

Hi Patrick,

I apologize for the delay. Please see our response below and let me know if you have questions or wish to discuss further.

Both of the identified borrowers elected to opt-out of the Administrative Forbearance for COVID-19 during the month of April 2020 and prior to the end of month credit reporting. Based on the timing for when billing statements are provided, no bill was generated for either borrower in April. When there is no bill due for a particular month, the standard credit reporting logic views the loan as being 'Deferred.' While this is accurate credit reporting for when no payments are due, PHEAA is now aware that certain third party companies may interpret the 'Deferred' status as negative.

In order to be consistent with the intent of the CARES Act, coupled with our recent awareness of the potential impact of deferred reporting, PHEAA is making a system change to ensure borrowers that opt-out of the Administrative Forbearance for COVID-19 are reported as 'Current' (Account Status 11 and Payment History Profile value '0').

This change is expected to be implemented with the end of month credit reporting for May 2020. Once this change is implemented, all consumers impacted by this situation will be reported as 'Current' and any prior Payment History Profile values of 'D' (Deferred) will be updated to '0' (Current).

This change will also adjust the credit reporting for PHEAA's remote clients.

Thank you,

(b)(6)
Federal Contract Manager
Pennsylvania Higher Education Assistance Agency
1200 N. 7th Street, Harrisburg, PA 17102
(717) 720-3213

From: "Campbell, Patrick" <Patrick.Campbell@ed.gov>
To: (b)(6) @aessuccess.org>
Cc: "Myers-Wright, Helena" <Helena.Myers-Wright@ed.gov>, "Tessitore, Lisa" <Lisa.Tessitore@ed.gov>, "Piccolo, Marc"

<Marc.Piccolo@ed.gov>, "LaVia, Mark" <Mark.LaVia@ed.gov>, (b)(6) @aessuccess.org>
Date: 05/21/2020 06:29 PM
Subject: [external]RE: RE: RE: RE: RE: Credit Reporting Complaints

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Thank you for the update.

We look forward to your response.

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830

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From: (b)(6) @aessuccess.org>
Sent: Thursday, May 21, 2020 5:07 PM
To: Campbell, Patrick <Patrick.Campbell@ed.gov>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>; Piccolo, Marc <Marc.Piccolo@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; (b)(6) @aessuccess.org>
Subject: Re: RE: RE: RE: RE: Credit Reporting Complaints

Hi Patrick,

I wanted to let you know that we have a meeting tomorrow morning to discuss this further. I expect to have a response to you at that time. I apologize for any inconvenience.

Thank you,

(b)(6)

Federal Contract Manager
Pennsylvania Higher Education Assistance Agency
1200 N. 7th Street, Harrisburg, PA 17102
(717) 720-3213

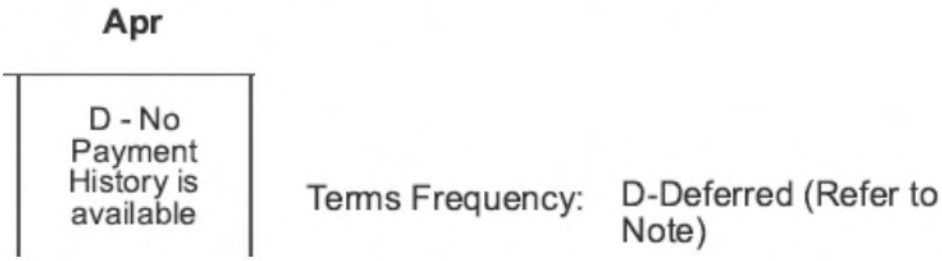
From: "Campbell, Patrick" <Patrick.Campbell@ed.gov>
To: (b)(6) @aessuccess.org>
Cc: "Myers-Wright, Helena" <Helena.Myers-Wright@ed.gov>, "Tessitore, Lisa" <Lisa.Tessitore@ed.gov>, "Piccolo, Marc" <Marc.Piccolo@ed.gov>, "LaVia, Mark" <Mark.LaVia@ed.gov>, (b)(6) is@aessuccess.org>
Date: 05/20/2020 01:32 PM
Subject: [external]RE: RE: RE: RE: Credit Reporting Complaints

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Tim,

Thank you again for pulling this data yesterday.

From your notes, you stated that the last two borrowers on the list opted out of the national forbearance. If that is the case why are they being reported to credit bureau as being in a deferred status? Shouldn't they be reported with a payment frequency of monthly?



In general all borrowers in the national forbearance status should be reported as making payments "monthly", not "deferred". Can you please take a look at your monthly updates for all borrowers and let me know under what circumstances borrowers are being reported in a "deferred" status?

Thank you for your help with this matter,

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830

Federal Student Aid | PROUD SPONSOR of the AMERICAN MIND™

From: (b)(6) @aessuccess.org>
Sent: Tuesday, May 19, 2020 6:09 PM
To: Campbell, Patrick <Patrick.Campbell@ed.gov>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>; Piccolo, Marc <Marc.Piccolo@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; (b)(6) @aessuccess.org>
Subject: Re: RE: RE: RE: Credit Reporting Complaints

Patrick,

Please find the borrower credit reporting PHEAA sent to the CRAs for the borrowers from your spreadsheet. Each document represents a tradeline (loan sequence) and contains specific details for April 2020.

Let me know if you have any questions or if you need anything use. May COD password.

Thank you,

(b)(6)
Federal Contract Manager
Pennsylvania Higher Education Assistance Agency
1200 N. 7th Street, Harrisburg, PA 17102
(717) 720-3213

From: "Campbell, Patrick" <Patrick.Campbell@ed.gov>
To: (b)(6) @aessuccess.org>
Cc: "Myers-Wright, Helena" <Helena.Myers-Wright@ed.gov>, "Tessitore, Lisa" <Lisa.Tessitore@ed.gov>, "Piccolo, Marc" <Marc.Piccolo@ed.gov>, "LaVia, Mark" <Mark.LaVia@ed.gov>, (b)(6) @aessuccess.org>
Date: 05/19/2020 04:41 PM
Subject: [external]RE: RE: RE: Credit Reporting Complaints

(b)(6)

Can you please share with us the transcript of what you reported to the credit bureaus for each of those three borrowers for the month of April 2020?

I realize transcript might not be the right word… but what I am looking for is the status codes did you report for each of their loans.

Thank you for your help,

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830

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From (b)(6) @aessuccess.org>
Sent: Tuesday, May 19, 2020 3:33 PM
To: Campbell, Patrick <Patrick.Campbell@ed.gov>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>; Piccolo, Marc <Marc.Piccolo@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; (b)(6) @aessuccess.org>
Subject: Re: RE: RE: Credit Reporting Complaints

Hi Patrick,

PHEAA reviewed the accounts provided by FSA and have placed our responses in the spreadsheet below. You may use the May COD password to open.

Let me know if you have questions or need additional information.

(b)(6)
Federal Contract Manager
Pennsylvania Higher Education Assistance Agency
1200 N. 7th Street, Harrisburg, PA 17102

(717) 720-3213

From: "Campbell, Patrick" <Patrick.Campbell@ed.gov>
To: (b)(6) s@aessuccess.org>
Cc: "Myers-Wright, Helena" <Helena.Myers-Wright@ed.gov>, "Tessitore, Lisa" <Lisa.Tessitore@ed.gov>, "Piccolo, Marc" <Marc.Piccolo@ed.gov>, "LaVia, Mark" <Mark.LaVia@ed.gov>, (b)(6) @aessuccess.org>
Date: 05/19/2020 01:56 PM
Subject: [external]RE: RE: Credit Reporting Complaints

Thank you!

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830

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From: (b)(6) s@aessuccess.org>
Sent: Tuesday, May 19, 2020 1:22 PM
To: Campbell, Patrick <Patrick.Campbell@ed.gov>
Cc: Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>; Piccolo, Marc <Marc.Piccolo@ed.gov>; LaVia, Mark <Mark.LaVia@ed.gov>; '(b)(6) g@aessuccess.org>
Subject: Re: RE: Credit Reporting Complaints

Good Afternoon Patrick -
I am acknowledging receipt of your email and wanted to let you know that we are looking into these accounts right now. We will provide you with feedback on each of these as quickly as we can. Thank you.

(b)(6)
Vice President
Client Contractual Testing & FSA Relationship Oversight
AES/PHEAA
1200 N. 7th Street
Harrisburg, PA 17102
Telephone (717) 720-3515
Fax (717) 720-1509

From: "Campbell, Patrick" <Patrick.Campbell@ed.gov>
To: (b)(6) @aessuccess.org>, (b)(6) @aessuccess.org>
Cc: "LaVia, Mark" <Mark.LaVia@ed.gov>, "Piccolo, Marc" <Marc.Piccolo@ed.gov>, "Tessitore, Lisa" <Lisa.Tessitore@ed.gov>, "Myers-Wright, Helena" <Helena.Myers-Wright@ed.gov>

Date: 05/19/2020 01:03 PM
Subject: [external]RE: Credit Reporting Complaints

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830



From: Campbell, Patrick
Sent: Tuesday, May 19, 2020 1:03 PM
To: (b)(6) @aessuccess.org>; (b)(6) g@aessuccess.org>
Cc: LaVia, Mark <Mark.LaVia@ed.gov>; Piccolo, Marc <Marc.Piccolo@ed.gov>; Tessitore, Lisa <Lisa.Tessitore@ed.gov>; Myers-Wright, Helena <Helena.Myers-Wright@ed.gov>
Subject: Credit Reporting Complaints

(b)(6) and (b)(6)

Attached are three recent complaints we have received from borrowers about credit reporting issues that appear to have affected their credit scores.

Could you please review these cases ASAP and let us know what you have learned about them?

We have an interview with Politico later today on this issue and we need to understand what is happening.

Thank you for your help,

MAY COD PWD

Patrick Campbell
Vendor Oversight and Program Accountability Directorate (VOPA)
Student Experience and Aid Delivery (SEAD)
Federal Student Aid (FSA)
US Department of Education
Office: (202) 377-3830



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