




Policy Name:	Third-Party Providers Policy		
Associated Form(s):	Template Contract for Third-Party Providers	Policy Number:	2023-31
Reviewed:	Non-Academic Policy Committee	Approved:	January 20, 2024
Approval Authority:	President 	Adopted:	
Responsible Executive(s):	Provost	Revised:	N/A
Responsible Office(s):	Office of the Provost	Contact(s):	General Counsel or Associate General Counsel

I. Purpose

Mercy University is responsible for ensuring the quality, ethics, integrity, and transparency of all activities conducted in its name, including services and educational programming delivered by third-party providers (“TPP”). Mercy is committed to the thorough review of the quality and integrity of institutional services and programs delivered through partnerships with TPP. The purpose of this policy is to outline Mercy’s expectations for its work with TPP.

II. Definitions

Educational Program. An educational program is a postsecondary educational program offered by an institution of higher education that leads to an academic or professional degree, certificate or other recognized educational credential.

Third-Party Provider. A Third-Party Provider (TPP) is an entity, institution, or organization that has a contract or written arrangement to provide services to the institution. Ineligible or non-accredited means it is not accredited by a United States Department of Education (USED) recognized accreditor and is not certified to participate in Title IV programs. Examples of these services include: (1) educational services such as teach/instruction, tutoring/advising/counseling, curriculum development, admission services, marketing/advert/recruit, online program manager (OPM), international student management (2) student support services like food or dining, or (3) operational or business functions like procurement, Information Technology or Human Resources.

Third-Party Servicer. An individual or private profit or non-profit organization that enters into a contract with an eligible institution to administer, through either manual or automated processing, any aspect of the institution’s participating in any Title IV/HEA program, including but not limited to, services and functions necessary such as those that: (1) determine a student’s eligibility for Title IV funds, (2) account for Title IV funds, (3) deliver Title IV funds to students, or (4) perform any other aspect of the administration of the Title IV programs.

Written arrangement. A written arrangement is where an institution outsources some portion of one or more of its educational programs or educational business operations to a third-party provider that is not accredited. For purposes of substantive change, the institution is outsourcing more than 25 percent of credit-bearing educational programs to another institution or organization that is not certified to participate in Title IV HEA programs.

III. Types of Arrangements Covered

This Policy covers arrangements with a Third-Party Provider (TPP), which is an entity, institution or organization that has a contract or written arrangement to provide services to the institution. The covered arrangements include those related to:

- i. Delivery of student learning opportunities such as non-credit, workforce development, internships, clinical experiences, student teaching and/or credit-bearing educational programs;
- ii. Student Support services such as advising, counseling, tutoring, international student management, marketing, recruitment, advertising, campus safety, food or dining services;
- iii. Services for assessment of student learning;
- iv. Operational or business functions of the institution, such as procurement, information technology or human services;
- v. Contracts solely for goods, books, supplies, products, equipment or software programs are not subject to this policy.

IV. General Responsibilities

Any contract, articulation agreement, or transfer agreement with a TPP must ensure that Mercy University retains responsibility for: management, assessment, oversight and support of the third parties that deliver services and programs on its behalf.

A. At a minimum, all such contracts must address the following:

- i. Description of the services provided by Mercy;
- ii. Description of the services provided by the TPP including how such services will be delivered and what percent, if any, of credit-bearing educational programs the third-party will deliver;
- iii. Period of agreement;
- iv. Institution that will award credit and degree, if applicable;
- v. Compensation for services by each party, including compensation of faculty;
- vi. Terms of evaluation;
- vii. Conditions under which the contract may be terminated and/ or renewed;
- viii. Protections for students if a contract is terminated or amended, if applicable;
- ix. Procedures for addressing grievances;
- x. Venue for addressing perceived breach of contract, including appropriate legal jurisdiction.

Contract owners shall ensure that all necessary internal and external approval requirements for written arrangements, contracts, and/or agreements with third-party providers are obtained before any agreement can be formalized, including but not limited to working with Mercy's Information Security department for any needed data requirements.

B. Any agreement should ensure that Mercy University retains responsibility and oversight, including regular evaluation, of the following functions:

- i. Marketing, advertising, and recruitment materials;
- ii. Admissions criteria;
- iii. Tuition and fees;
- iv. Enrolled student records, including measures for privacy and security of such records;
- v. Faculty qualifications and appointment;
- vi. Curriculum planning;
- vii. Course/ program content and rigor, including any intellectual property;
- viii. Outcomes assessment for student learning;
- ix. Academic advising and support services;
- x. Awarding of course credit or degrees;
- xi. Transcripts

C. Mercy University must obtain internal and external approvals for any TPP arrangements as set out in the University's academic and non-academic policies, including its Contracts Policy, or as otherwise required by the University's Board of Trustees, NYSED, US DOE, MSCHE, or other accrediting body:

- i. In any case where the University plans to outsource 100% of its key business operations or functions (e.g., IT, maintenance, security, etc.), it must obtain express approval from the President.
- ii. In any case where the University plans to enter into a contract with an institution, whether a state-run, private for-profit or non-profit organization, to administer any aspect of the University's participation in any Title IV HEA program, there must be express approval of the President.
- iii. The University must obtain prior written permission, in the form of a substantive change request, from MSCHE in the following scenarios:
 - (a) When a TPP will deliver 25% or more of an educational program;
 - (b) When the institution outsources some portion of one or more of its educational programs or educational business operations to a TPP that is not accredited (meaning it is not accredited by a US Department of Education recognized accreditor and is not certified to participate in Title IV programs), or
 - (c) When an online program manager (OPM) will deliver 25% or more of a credit-bearing educational program.

Such written arrangements for "delivery of the educational program" include any of the following: teaching, instruction, curriculum development, instructional design, online delivery of courses, assessment of student learning, marketing/recruitment, student support services, tutoring and/or advising.

- iv. The University must provide required notifications or obtain prior approvals from MSCHE in cases where less than 25% of a credit-bearing educational program is provided by a TPP.

V. Assessing and Reporting TPP's

- A. Mercy University will regularly conduct assessment and evaluation of all TPPs, as appropriate, by an appropriately credentialed representative of the institution. Such assessment may include: student feedback, observations from Mercy staff, ease of planning and scheduling, adequate completion of contracted key performance milestones, and partner institutions' capacity to support Mercy students.
- B. The University's independent internal auditor shall conduct periodic reviews to ensure compliance of all aspects of the policies and procedures relating to approval and administration of contracts with TPPs.
- C. As appropriate, the University will disclose when a portion of an educational program is delivered by a third-party. Such disclosure will be made on the website and in the University catalog and will include:
 - i. a description of the arrangement,
 - ii. information related to the portion of the educational program provided by the TPP,
 - iii. method of delivery, and
 - iv. estimated additional costs (if any) that students may incur as a result of such enrollment.

VI. Record-Keeping

All TPP agreements should be maintained in a central database and be available for regular review by the institution or representatives of the Middle States Commission on Higher Education. At a minimum, the University will maintain the following:

- A. Complete list of third-party providers delivering student learning opportunities,
- B. Name of educational program, percent of program, and description of services (for agreements related to IV.C.(iii)),
- C. Written arrangement with the TPP, and
- D. Evidence of evaluation of the TPP.