



**National Guaranty Purchase Center  
1145 Herndon Parkway  
Herndon, VA 20170**

**1-877-488-4364 703-487-9283**

**HELPFUL HINTS  
For Navigating the  
National Guaranty Purchase  
Center**

**Revised: 5/4/2012**

## **SBA NATIONAL GUARANTY PURCHASE CENTER**

**Governing Rules and Regulations:** SOP 50 10 5D, SOP 50 51 3, and 13 CFR Part 120.

**Process Begins:** While a loan is classified in regular servicing status, it is housed in one of our two Commercial Loan Service Centers – either Fresno or Little Rock. The process at NGPC begins when you notify the appropriate CLSC that workout is not feasible and liquidation is necessary. The loan is then shipped to the NGPC and classified as in liquidation.

The NGPC handles necessary actions by specialized teams responsible for unique actions as described in this document. When actions are necessary you may send your request in using the appropriate Tab format and to the appropriate division.

**Liquidation Expectations and Standards:** SBA requires that all Lenders liquidate and conduct debt collection litigation for 7(a) loans in their portfolio no less diligently than for their non-SBA portfolio, and in a prompt, cost-effective, and commercially reasonable manner, consistent with prudent lending standards, and in accordance with Loan Program Requirements. Lenders that do not have a non-SBA loan portfolio must adhere to the same prudent lending standards followed by commercial lenders that liquidate loans without a Government guarantee.

It is your lending institutions responsibility to continue to service your SBA guaranteed loans and completely liquidate and exhaust all worthwhile avenues of collection until the loans can be charged off. Please note that you are required to pursue the entire indebtedness regardless of the guaranteed percentage or any purchase thereof. Also note that SBA requires all lenders to make timely site visits to assess the value and take an inventory of loan collateral in order to assess workout possibilities and to develop a meaningful liquidation plan. It is extremely important that Lenders understand that they cannot take any action in the liquidation or debt collection litigation of a 7(a) loan that would result in an actual or apparent conflict of interest. Moreover, while we encourage you to complete all liquidation prior to requesting guaranty purchase, in some cases this is not a program requirement.

**Key Liquidation Activities at NGPC:** Primary oversight of your SBA portfolio will be centered around the guaranty purchase review process, timely quarterly status updates, and through the thorough review of liquidation wrap-up reports which Lenders must submit to SBA at the completion of liquidation. Additionally, SBA will monitor debt collection litigation, such as judicial foreclosures, bankruptcy proceedings, and other state and Federal insolvency proceedings, through the review of litigation plans when applicable and required.

### **1. Guaranty Purchases**

- a. **Pre Purchases:** For those loans not sold on the secondary market, the lender will request payment of the guaranty directly from SBA. To request purchase of the guaranty, you must prepare a mandatory 10 Tab Purchase Package <http://www.sba.gov/content/regular-7a-guaranty-purchase-package-tabs>. SBA will review the package to determine if the lender originated, closed, serviced, and liquidated the loan in accordance with program rules and regulations in effect at the time of action.
- b. **Secondary Market:** If a loan has been sold on the secondary market and becomes more than 60 days delinquent, and no feasible workout agreement is expected, the loan must be purchased from the secondary market to avoid excessive interest charges. SBA strongly encourages lenders to purchase directly from the secondary market holder. If the lender refuses to purchase directly, SBA will purchase from the secondary holder. To request SBA purchase

the loan, the lender must provide a demand letter, the loan authorization, and a copy of the transcript of account, to [SecondaryMarketLIQ@SBA.gov](mailto:SecondaryMarketLIQ@SBA.gov). If a post purchase package is not submitted with the demand, the lender must submit a post purchase package using the mandatory 10 Tab Purchase Package format within 45 days of the purchase. It is preferred that lenders send the post purchase package to the SBA at the time the request is made to purchase from the secondary market. Please be aware that SBA will purchase a loan from the secondary market without the lender's request, if the loan is determined to be delinquent or if the investor requests that the guaranty be honored.

2. **Liquidation Plan.** Prior to initiating recovery actions, SBA encourages lenders to prepare a liquidation plan based on the facts known and reasonable assumptions. As a guide, you may use SBA Form 1979 to prepare your plan. Only liquidation plans for loans authorized under the Certified Lender Program must be approved by SBA. [www.sba.gov/sites/default/files/bank\\_sba1979.pdf](http://www.sba.gov/sites/default/files/bank_sba1979.pdf)
3. **Litigation Plans.** Again, lenders are encouraged to prepare a litigation plan based on the facts known and reasonable assumptions. The plan must include the work to be performed and the fees to be charged. Depending on the nature and anticipated cost of the work, SBA may need to approve the plan prior to implementation. [www.sba.gov/content/litigation-plan](http://www.sba.gov/content/litigation-plan)
  - a. **Prior Approval Required.** Lender must obtain SBA's prior approval of a litigation plan before proceeding with any Non-Routine Litigation, as defined below:
    - i. All litigation where factual or legal issues are in dispute.
    - ii. Any litigation where legal fees are estimated to exceed \$10,000.
    - iii. Any litigation involving a loan where a Lender has an actual or potential conflict of interest with SBA.
    - iv. Any litigation where the Lender has made a separate loan to the same borrower which is not a 7(a).
  - b. **No Prior Approval.** SBA's prior approval is not required for Routine Litigation, such as uncontested litigation, non-adversarial matters in bankruptcy, and undisputed foreclosure actions, having estimated legal fees not exceeding \$10,000.
4. **CPC and Legal Expense Reimbursement.** Lenders must use the CPC Tabs to request reimbursement of care and preservation of collateral (liquidation and legal) expenses and to submit documentation to support those already deducted from recoveries [www.sba.gov/sites/default/files/CPC\\_Tabs\\_0.pdf](http://www.sba.gov/sites/default/files/CPC_Tabs_0.pdf). The Tab system defines exactly what is required in order to have your expenses reviewed and reimbursed in a timely fashion. Expenses cannot be reimbursed until the guaranty has been honored. However, expenses can be considered during the guaranty purchase process if you include a CPC Tab package with your 10 Tab Guaranty Purchase Package. Legal fees over \$10,000 cannot be considered during the guaranty purchase process. Please prepare those packages for review after the purchase is complete. Additionally, please note that we often run into problems when a lender sends us general billings that do not show hourly fees and work performed by counsel. The invoices should itemize costs and hourly fees. SOP 50 51 3 discusses recoverable versus non-recoverable expenses. Please refer to the SOP for guidance on expenses that SBA will reimburse.
5. **Review of Liquidation Actions that Require Prior Approval.** For actions requiring prior approval of SBA during the liquidation process, send all requests to [loanresolution@sba.gov](mailto:loanresolution@sba.gov)
6. **Offer in Compromise.** An OIC is a monetary offer (typically at the end of the liquidation of all business and other worthwhile assets) in exchange for the release of a personal guaranty on the loan.

SBA must approve all OICs. When the borrower does not have the ability to pay the loan in full after liquidation of all worthwhile collateral, it may be appropriate to settle for less than the full amount due. The amount being offered must bear a reasonable relationship to the estimated net present value of the projected amount of recovery available through enforced collection. Accordingly, when the liability of the borrower is clear and the SBA can collect fully without protracted litigation or large unrecoverable expenses, there is little basis to settle for less than what is owed. If your lending institution would like SBA to consider an OIC, you may submit your request using the mandatory OIC Tabs. [www.sba.gov/sites/default/files/OIC\\_TABS\\_NGPC\\_nl.pdf](http://www.sba.gov/sites/default/files/OIC_TABS_NGPC_nl.pdf)

7. **Charge Off.** Once all liquidation is complete and no further recoveries are expected, the loan can be charged off. This is done by the lender submitting a final wrap-up report to SBA. [www.sba.gov/sites/default/files/bank\\_final\\_wrapup\\_report.pdf](http://www.sba.gov/sites/default/files/bank_final_wrapup_report.pdf)
8. **Referral to the US Treasury Offset Program.** Once the loan has been charged off by SBA, if there are any parties that are eligible (provided they have not been discharged from bankruptcy and/or they were not released as part of an Offer in Compromise) they will be referred to the U.S. Treasury Offset Program for further collection. Once this takes place the servicing of the loan shifts from the lender to Treasury or their fee agents. If any recoveries are received they will be shared with the lender, based on the guaranty rate, and the lender's share will be forwarded to them (less any expenses incurred by Treasury).

### **IMPORTANT CONSIDERATIONS FOR LENDING PARTNERS**

#### **Documentation Requirements for Servicing and Liquidation Actions Not Requiring SBA Approval.**

For all servicing/liquidation actions that do not require SBA's approval, lenders must document the justifications for their decisions and retain supporting documentation in their file. This documentation will be crucial to SBA's review of the lender's handling of a loan when you submit a request for guaranty purchase. This same documentation and justification is also crucial to facilitate the comprehensive SBA review of liquidation wrap-up reports which Lenders must submit to SBA at the completion of liquidation.

**Loan Servicing Matrix:** Please refer to the Servicing and Liquidation Action 7(a) Lender Matrix to determine what actions require SBA's prior approval or notification. The matrix is updated from time to time, so please always check the website to ensure you have the most current version

[www.sba.gov/content/7a-servicing-and-liquidation-actions-matrix](http://www.sba.gov/content/7a-servicing-and-liquidation-actions-matrix)

#### **Reporting Requirements:**

1. 1502 Reporting Requirements. On a monthly basis, all SBA loans **must** be reported on the SBA 1502 report to the FTA. When the loan is transferred into liquidation status, please remember to change the status code on your monthly 1502 status report to **"5"** for in-liquidation status.
2. Quarterly liquidation status reports must be submitted to SBA after purchase to [sbachargeoff@sba.gov](mailto:sbachargeoff@sba.gov).
3. Wrap-Up Reports must be submitted as soon as a lender becomes reasonably aware that the loan is ready for charge off.

**Loan Document Retention:** A lender should retain the original loan documents (note, guaranties and collateral documentation) along with the original signed loan application materials (including 912) signed by the borrower until the loan is charged off or paid in full. The lender may image all other documents.

**Insurance – Life & Hazard - Force Placement/Abandonment of Policy:** Your Loan Authorization will state what the requirements were at origination. The requirements should have been established based on the policy in SOP 50 10 at origination.

Life insurance is considered collateral. It is obtained when the borrower is considered “key man” and the repayment ability of the loan is directly attached to one individual. If the loan is otherwise fully collateralized, life insurance may not be necessary.

As soon as you become aware of the lapse in hazard or life insurance the lender must determine what action is prudent and reasonable and whether you should force place the insurance to ensure you and the Agency are protected. What is the loan balance? What other collateral is available and will it cover the current balance? What is the condition of the insured in terms of age, health, etc.? For determining the need for hazard insurance on real property, the analysis must be based on risk versus value. Please be prudent in your business analysis to ensure that the risk is mitigated. It is vital that you have evidence of a commensurate level of analysis and documentation that clearly supports your actions.

Please be aware that if you allow the life or hazard insurance to lapse and the borrower is a key man who dies or the property becomes destroyed, you will be held accountable for the loss at the time of purchase.

**Submitting Payments to SBA:** All remittances should be forwarded to SBA electronically using [www.Pay.gov](http://www.Pay.gov). It is not necessary to register in order to transmit payment. To access the forms for these payments, click on SBA Payments to the right of the screen. The required form is entitled SBA Form 172 - SBA Transaction Report on Loan Serviced by Lender. The form automatically defaults to Principal and Interest Only. Be sure to change this selection to “principal only” if source of funds is liquidation proceeds. Complete sections 2 through 11 as required. Please take note of 11c if expenses have been deducted from the gross sale proceeds. If you have deducted expenses from recovery, you must submit a CPC tab package to the Center. In section 12, the gross principal balance should be reflected as the last date on which activity has been recorded. The system will automatically populate the Lender and SBA share. The Calculate Fields Tab at the bottom of the form allows you to verify the figures and funds that should be remitted to SBA. Select “Continue”. The next screen requires the ACH Bank account information including the routing and account number of the lending institution from which this payment will be drawn. After all screens have been completed, you will receive a confirmation of the payment being remitted. Keep this in your records as proof of payment.

**Sending electronic files to SBA:** We encourage all lenders to send purchase packages and other requests electronically. We now have a very useful tool available that allows lenders to send in large documents electronically without worrying about the email server size limits. The following link will take you to the Send This File system ([www.sba.gov/content/send-file](http://www.sba.gov/content/send-file)). After clicking on it, find the National Guaranty Purchase Center (NGPC) link, then simply click on “Send a file to the NGPC”. From here you will be able to send a large document to a specific team (see the drop down menu).

### **Frequent Issues of Importance**

**Lender Preference – Cross Collateral Proceeds:** If your lending institution has any non-SBA-guaranteed loans to the borrower or its principals/guarantors, whether those loans are secured by any of the same collateral that secures the SBA-guaranteed loan or not, you must not take any action that will confer a preference in terms of recovery on your own loan as compared to the recovery on the SBA-guaranteed loan. The lender’s recoveries on each loan from collateral securing both generally will be based by lien priority, although SBA expects the lender to diligently pursue recovery of both liens. When

lender takes collection action against borrower's other assets or other assets of principals/guarantors (for example, through salary offset), SBA expects the lender to prudently pursue a "global" recovery on both loans. SBA also expects that all recoveries the lender realizes from such action will be divided pro rata (based on the comparative balances outstanding on the two loans & lien priority) between the SBA-guaranteed loan and the lender's own loan. SBA also expects that prudent and reasonable liquidation-related expenses be allocated, by lien priority, if the expenses can be so identified and broken out. However, if not practical, expenses to pursue actions affecting multiple loans can be shared pro rata between both such loans (although SBA would generally not agree to share in expenses exceeding its pro-rata share of recoveries).

**Competing Non-SBA liens:** If your institution has any non-SBA loans to the borrower or its principals/guarantors, or has liens from any such loans against collateral securing the SBA loan, be aware that proceeds from sale of collateral should be applied based on relative lien position, as required by the SBA Loan Authorization. Our general rule is "First in Line – First in Right." SBA also would expect that prudent and reasonable liquidation-related expenses be allocated by lien priority. SBA will only recognize other lender priority liens, such as purchase money liens, if the lender has properly perfected and received SBA's prior written concurrence.

**Release of Lien Issues:**

- **No Consideration:** You may release liens for no consideration if and only if your analysis clearly and convincingly shows that there is no likelihood of recovery from the collateral. The analysis must also conclude that the borrower is cooperating fully with regard to full disclosure and access to the collateral and assisting lender with the orderly liquidation of the loan without having to resort to litigation. Absent cooperation, your conclusion must indicate that there is no leverage or value added to using your lien to obtain reasonable and acceptable cooperation absent litigation or additional expense now or in the future. The file must clearly be documented with this analysis and information supporting such a decision.
- **Appraisals and Valuation of Real Estate.** SBA expects lenders to make valuation and pricing decisions using current appraisals. The fact that a property has been listed but not sold for many months is not a reason to reduce or otherwise dispose of the property. There are many reasons why a property may not sell, such as asking price and efforts of realtor. The listed price must be determined by a comprehensive analysis of all factors, such as appraised value, cost to support and care for the property in order to retain value, and local market considerations. The decision to reduce the sale price is within your delegated authority, but the decision must be fully justified and supported with documentation of the analysis.
- **Abandonment** – As you do recovery analysis on the collateral, you may find situations where there is no equity, nor is recovery expected from foreclosure, replevin, or similar recovery action. In these cases, abandonment may be prudent. However, you must base any abandonment decisions on current third party fee appraisals and prudent analysis that clearly convincingly justifies the action. It is also extremely important that your analysis of the holding costs, out of pocket expenses and other action expenses associated with the recovery and disposal of the particular collateral be reasonable and fully supported by the requisite level of factual analysis and third party appraisal. While we recognize that abandonment is frequently the proper course of action, we are obliged to ensure that full and adequate analysis existed to fully support the actions taken. Abandoning collateral doesn't equate to release of lien or mortgage. They should be retained to account for future value during sale, disposal, or negotiation with borrower in an Offer in Compromise or workout.
- **Environmental Issues expected to eliminate net recovery:** If the environmental costs are projected to negate any equity or recovery, then it makes no sense to move forward. Abandonment is

appropriate provided you document the file with information that leads to a clear, convincing, and compelling conclusion that abandonment or no action is the most prudent action for the property.

- **Short Sale:** You may not release any borrower, guarantor, or obligor without SBA prior written approval. A “short sale” is considered a release of collateral for fair and adequate consideration. The acceptance of the “short sale” proceeds does not authorize the release of obligors, or debtors. Such releases can only be handled thru our Offer in Compromise process.

### **Other Issues:**

- **Obtaining property (REO) prior to purchase:** If a lender deems it appropriate to acquire real property collateral prior to purchase, the agreed value/fair market value of the property must be added to the borrowers account to reduce the principal balance owed. SBA will purchase the guaranty at the reduced balance. When the REO is sold, SBA will share in the gain or loss at that time. Do not release the borrower from their personal liability at the time of the transaction. Release of the liability needs to be presented as an Offer in Compromise that must be approved by SBA prior to action.
- **Receivers:** The cost of using a receiver should be equal to or less than the cost of the normal foreclosure process. The cost must be inclusive of the value of time. If adequate justification and documentation is not supplied and there is a significant loss to the Agency as a result of the decision to use a receiver, SBA will likely decline to share in the expenses. If you chose to use a receiver, great care must be made to control all of the cash, revenues, and expenses, as the lender is fully responsible for the errors and omissions of the contractor. Any expense by the receiver should clearly be reasonable, add material value, and be open and auditable.

### **How To Contact Us:**

**Case Assignment:** Upon receipt of your request for action, your request will be assigned to a team for resolution. The assigned Loan Specialist will either take action or contact you for additional information to complete the action requested. You may communicate with us through the following means:

**Website:** Please refer to our website at [www.sba.gov/HerndonNGPC](http://www.sba.gov/HerndonNGPC) for information and updates. The components of our website will guide you through the purchase and liquidation processes of the National Guaranty Purchase Center.

### **Email:**

General Loan Liquidation Information and Guidance E-mail:	<a href="mailto:Loanresolution@sba.gov">Loanresolution@sba.gov</a>
Guaranty Purchase Information and Guidance E-mail:	<a href="mailto:SBAPurchase@sba.gov">SBAPurchase@sba.gov</a>
Guaranty Purchase Status Information:	<a href="mailto:Purchasestatus@sba.gov">Purchasestatus@sba.gov</a>
Secondary Market Information and Guidance E-mail	<a href="mailto:Secondarymarketliq@sba.gov">Secondarymarketliq@sba.gov</a>
Email to Submit CPC requests and request status:	<a href="mailto:SBACPC@sba.gov">SBACPC@sba.gov</a>
Email for submitting Charge-off inquires and Wrap up Reports:	<a href="mailto:SBACchargeoff@sba.gov">SBACchargeoff@sba.gov</a>
Submission of Additional Post Purchase Review Information:	<a href="mailto:SBAPPR@sba.gov">SBAPPR@sba.gov</a>

### **Telephone and Fax:**

Main Line: 703-487-9283	
Toll Free: 1-877-488-4364	
Fax line for Liquidation Information and Guidance:	202-481-4674
Fax line for Secondary Market Information and Guidance	202-481-6539
Fax line for CPC submissions:	202-481-4599
Fax line for wrap-up reports:	202-292-3789



# SBA Information Notice

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**TO:** All SBA Employees

**CONTROL NO.:** 5000-1017

**SUBJECT:** Publication of Final Regulations  
for Liquidation and Debt  
Collection Activities

**EFFECTIVE:** 5/10/ 2007

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On April 12, 2007 SBA published in the Federal Register final regulations addressing servicing, liquidation and guaranty purchase activities for 7(a) lenders and Certified Development Companies. These regulations were published as proposed rules on November 3, 2005 (70 FR 66800) with an initial comment period that ended on January 6, 2006. The comment period was later reopened and extended to February 24, 2006.

The final rule is not effective until May 14, 2007. Key provisions are:

1. The term “Loan Program Requirements” is defined to make clear what SBA directives 7(a) lenders and CDCs must comply with for their SBA loans. In this regard, see the definition of Loan Program Requirements in section 120.10, and also refer to section 120.180 in which the responsibilities of 7(a) lenders and CDCs for adherence to Loan Program Requirements are explained. Loan Program Requirements in effect when a 7(a) lender or CDC takes an action on a loan govern that specific action. Some provisions of the new regulations apply only to loans approved on or after May 14, 2007 as discussed below.
2. For loans approved on or after May 14, 2007, section 120.520(a) provides that all 7(a) lenders must liquidate business personal property securing a loan prior to requesting SBA to purchase the guaranteed portion of the loan. There is an exception to this requirement if the borrower files for bankruptcy.
3. Section 120.520(b) makes explicit that SBA will not process a guarantee purchase if the lender does not supply adequate documentation.
4. For secondary market loans that SBA purchases, section 120.520(c) requires lenders to submit loan status reports within 15 business days of SBA’s purchase of the guaranteed portion. Lenders are also required to submit sufficient documentation to enable SBA to conduct post-purchase reviews. A lender’s failure to do so may lead to a recovery action by SBA for the secondary market disbursement. Also, the lender’s future participation in the secondary market may be restricted.
5. Section 120.522 limits interest to 120 days on loans approved after May 14, 2007 that are purchased by SBA from the lender. This does not apply to secondary market purchases.
6. Section 120.536 standardizes across various loan programs the particular servicing/liquidation actions that require prior SBA approval, and reminds 7(a) lenders and CDCs to maintain in their loan files supporting documentation for actions taken in connection with a loan that do not require



such approval. This documentation will be crucial to SBA's review of the lender's handling of a loan if it is submitted for guaranty purchase and to SBA's determination as to whether the lender's actions were prudent and commercially reasonable (see section 120.535 for an amplification of these standards).

7. Section 120.540 discusses when liquidation and litigation plans are required to be submitted to SBA. After May 14, 2007, only 7(a) loans made under a lender's authority as a CLP lender and CDCs must submit liquidation plans to SBA prior to initiating liquidation action. However, all 7(a) lenders and CDCs must obtain SBA's prior approval of a litigation plan before proceeding with any Non-Routine Litigation (see definition of Non-Routine Litigation in this section).
8. Section 120.546 addresses loan asset sales of both 7(a) and 504 loans. In this regard, SBA is currently exploring the feasibility of coordinating with the FDIC in conducting periodic loan sales.
  - a. For loans approved on or after May 14, 2007, if SBA purchases the guaranteed portion of a 7(a) loan from the secondary market, the lender is deemed to have consented to the sale of the whole loan (lender and SBA portion) in an asset sale conducted or overseen by SBA. However, the lender may submit a request within 15 business days of SBA's secondary market purchase requesting that the loan not be sold and explaining the reasons for the request. SBA may then decide, in its sole discretion, to delay the sale of the loan pending the completion of certain lender actions or to proceed with the sale of the loan. For loans approved prior to May 14, 2007, SBA must obtain the lender's consent to sell the loans.
  - b. Following the purchase by SBA of a non-secondary market 7(a) loan, SBA will not sell the loan until nine months from the date of the purchase if the lender has not completed its liquidation actions for the loan.
  - c. Subsequent to the purchase of a debenture, SBA may sell a PCLP 504 loan after providing at least 90 days' notice to the CDC. For all other 504 loans after SBA's purchase of a debenture, SBA may sell the loan at any time. In neither situation is the CDC's approval needed for the sale.
9. Section 120.975 explains the authority of CDCs to conduct liquidation and debt collection litigation as an Authorized CDC Liquidator, subject to SBA's approval of a liquidation and/or litigation plan for a defaulted loan.
  - a. Under existing regulations, section 120.848(f), PCLP CDCs are required to liquidate and conduct debt collection litigation for loans approved under their PCLP authority. For all other loans in their portfolios, PCLP CDCs are considered to be Authorized CDC Liquidators if notified by SBA that either of two requirements are met for such designation: (1) the CDC has one or more employees with at least two years of acceptable liquidation experience who have completed a suitable liquidation training program, or (2) the CDC has entered into a contract with a qualified third party contractor whose qualifications and contract terms have been approved by SBA.
  - b. All other CDCs may apply to become an Authorized CDC Liquidator if the CDC meets the criteria set forth in subsection (b)(1) and (2). The application process is described in subsection (d).
  - c. CDCs may receive compensation for their liquidation activities as explained in Section 120.542(c) of up to 10% of the realized net recovery proceeds from a loan up to a fee of \$25,000, and a lower percentage (not to exceed 5%) of the realized net recovery proceeds above such amount. Authorized compensation percentages will be published in the Federal Register. If the CDC uses an SBA-approved contractor to handle its liquidations, the contractor may be compensated at these same amounts. In addition, SBA will

compensate CDCs for reasonable, customary and necessary out-of-pocket expenses incurred in liquidation activities.

If you have questions, please contact Walter Intlekofer in the Office of Financial Assistance (202-205-7543) or Bill Gery in the Office of General Counsel (202-401-2803).

Janet A. Tasker  
Acting Director  
Office of Financial Assistance