## Material Transmitted:

Department of Health and Human Services (HHS) Instruction 537-1, Student Loan Repayment Program, dated 11/08/2023

## Material Superseded:

537-1, Student Loan Repayment Program Policy, dated 03/19/2007.

## Background:

This Instruction is revised to provide HHS-wide policy on the Student Loan Repayment Program (SLRP).

Added language that if at any time an employee consolidates to a non-federally insured loan then the employee will be ineligible for future payments on non-federally insured loans. (Note: the employee is not responsible for repaying previous benefits already received on federally insured loans).

Added language that periods of leave without pay do not count towards completion of the service period and that the service period must be extended by the total amount of time spent in a non-pay status.

Deleted the requirement that HHS Operating Divisions are required to submit their SLRP report to Headquarters. Instead, this report will now be queried by ASA/OHR and submitted to the Office of Personnel Management (OPM) by March 31 of each year.

This policy is effective immediately and must be carried out by HHS Operating and Staff Division HR Centers in accordance with applicable laws, regulations, bargaining agreements, and Departmental policy.

 /s/

W. Robert Leavitt

Deputy Assistant Secretary for Human Resources Chief Human Capital Office

## 537-1-00 SECTIONS

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## 537-1-10 PURPOSE

This Instruction implements the Department of Health and Human Services Student Loan Repayment Program (SLRP) as a management tool to facilitate the recruitment and retention of highly qualified candidates and employees. The SLRP authorizes the repayment of all or part of an outstanding federally insured student loan obligation incurred by a current employee or a candidate to whom an offer of employment has been made. The decision to offer SLRP is an individual compensation determination that is made on a case-by-case basis based on organizational need, specific case justification, and budgetary limitations without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, disability, status as a parent, any other non-merit based factor, unless permitted by statute, or retaliation for exercising a right as a member of any of these categories.

The SLRP is not an entitlement and is to be used only to the extent that is necessary for effective recruitment and retention purposes.

When provisions of this policy differ from changes in applicable law or regulation, the changes in law or regulation apply.

## 537-1-20 COVERAGE AND EXCLUSIONS

### Coverage.

Subject to the conditions in [5 U.S.C. 5379](https://www.govinfo.gov/link/uscode/5/5379) and this Instruction, Operating Divisions (OpDivs)/Staff Divisions (StaffDivs) may approve student loan repayment benefits to recruit a highly qualified job candidate or retain a highly qualified employee who, during the service period established under a service agreement (consistent with [§ 537.107](https://www.ecfr.gov/current/title-5/section-537.107)), will be serving under:

* 1. An appointment other than a time-limited appointment; or
	2. A time-limited appointment if
		1. The employee (or job candidate) will have at least 3 years remaining under the appointment after the beginning of the service period established under a service agreement; or
		2. The time-limited appointment authority leads to conversion to another appointment of sufficient duration so that his or her employment with the agency is projected to last for at

least 3 additional years after the beginning of the service period established under a service agreement.

### Exclusions. The following employees are *ineligible* for the Federal SLRP:

* 1. Individuals whose federally insured student loans are past due, delinquent, or defaulted;
	2. Those appointed to positions of a confidential, policy determining, policy making, or policy advocating nature (e.g. under Schedule C or 5 CFR §213.3301)
	3. Individuals who received their diplomas/degrees from unaccredited and/or fraudulent institutions (e.g. diploma mills);
	4. Commissioned Corp Officers in the Public Health Service are not considered “employees” as per Title 5 U.S.C. §2105, and therefore are ineligible to participate in the SLRP;
	5. If at any time the employee consolidates to a non-federally insured loan, then the employee will be ineligible for future payments on non-federally insured loans. (Note: In these cases, the employee is not responsible for paying previous benefits already paid on federally insured loans, as long as they met all other terms of their service agreement).

### The provisions of this Instruction pertaining to conditions of employment of bargaining unit employees are fully negotiable in accordance with [5 U.S.C. Chapter 71](https://www.law.cornell.edu/uscode/text/5/part-III/subpart-F/chapter-71), and such actions require notification to labor organizations when impacted employees are bargaining unit employees. When the provisions of this Instruction differ from the requirements contained in applicable collective bargaining agreement(s), the collective bargaining agreement takes precedence for bargaining unit employees.

## 537-1-30 REFERENCES

1. [Public Law 106-398](https://www.congress.gov/106/plaws/publ398/PLAW-106publ398.pdf) amending 5 USC §5379
2. [5 United States Code, §5379](https://www.law.cornell.edu/uscode/text/5/5379)
3. [5 CFR, Part 537](https://www.law.cornell.edu/cfr/text/5/part-537)

## 537-1-40 DEFINITIONS

1. **Federal Direct Student Loan.** The U. S. Department of Education is the lender for these loans. Direct Loans include Federal Direct PLUS loans and Federal Direct Stafford loans.
2. **Federal Family Education Loan Program.** These loans are insured by the Department of Education. Loans are privately issued by a bank, credit union, or other lender that participates in the Federal Family Education Loan Programs.
3. **Student Loan Repayment Program (SLRP).** The Federal SLRP permits agencies to repay Federally insured student loans as a recruitment or retention incentive for candidates or current employees of the agency. The program implements 5 U.S.C. §5379, which authorizes agencies to set up their own student loan repayment programs to attract or retain highly qualified employees.
4. **Student Loan.** A loan made, insured, or guaranteed under parts B, D, or E of Title IV of the Higher Education Act of 1965; or a health education assistance loan made or insured under Part A of Title VII of the Public Health Service Act, or under Part E of Title VIII of that Act. Loans covered under The Higher Education Act include such loans as:
	1. Federal Stafford Loans, including Federal subsidized, Federal unsubsidized, direct subsidized, and direct unsubsidized loans;
	2. Federal Supplemental Loans for Students;
	3. Federal Plus Loans -- Federal and Direct Plus Loans;
	4. Federal Consolidation Loans -- direct subsidized and direct unsubsidized;
	5. Defense Loans made before July 1, 1972;
	6. National Direct Student Loans made between 7/1/72 and 7/1/87; and
	7. Federal Perkins Loans.

Loans covered under the Public Health Service Act include loans made under:

1. The Nursing Student Loan Program;
2. The Health Profession Student Loan Program; and
3. The Health Education Assistance Loan Program.
4. **Subsidized Loan.** The U.S. Government pays the interest on the loan while the student is in school, during the 6-month grace period, and during periods of authorized deferment.
5. **Unsubsidized Loan.** The student is responsible for paying the interest accrued while the student is in school, during the 6-month grace period, and during authorized periods of deferment.

## 537-1-50 RESPONSIBILITIES

1. HHS Assistant Secretary for Administration, Office of Human Resources (ASA/OHR):
	1. Develops Department-wide human resources guidance and policy consistent with HHS and Office of Personnel Management (OPM) policy, procedures and all applicable federal laws and regulations.
	2. Periodically reviews Operating Division and Staff Division procedures, actions, and reports to assure conformance with HHS and OPM policy and guidance, and all applicable federal laws and regulations. Required.
2. OpDiv/StaffDiv Human Resource Offices:
	1. Comply with this Instruction, any HHS and OPM policy and guidance, and all applicable federal laws and regulations.
	2. Funding. Each OpDiv is responsible for funding its own student loan repayment program, and certification of funds must be obtained according to established StaffDiv budgetary procedures.
	3. Ensure that managers, supervisors and personnel involved in the competitive hiring process are trained and informed of merit systems principles and prohibited personnel practices.
	4. Ensure that responsibilities under any applicable labor relations statues and union agreements are fulfilled.
	5. Prepare the written justification for requesting use of the SLRP.
	6. Each OpDiv will designate a SLRP coordinator responsible for:
3. Developing and disseminating operating procedures governing the OpDiv’s use of the Department’s Student Loan Repayment Program;
4. Providing updates when changes are made to the laws governing the student loan repayment program;
5. Consolidating OpDiv input for reporting purposes;
6. Ensuring verification that the student loan is federally insured and loan balance before payment is authorized;
7. Coordinating with lending institution(s); and
8. Coordinating with the servicing Human Resources Center, and payroll function.
	1. Program Controls. Employees may have both eligible and ineligible loans from the same lending institution. Therefore, OPDIV’s will institute follow-up procedures with lenders to ensure that payments are made correctly and only to eligible loans.
	2. OPDIV’s will track participants to ensure that service agreements are fulfilled, and recoupment

procedures will be initiated when a service agreement is not met unless a waiver is requested and approved. (See Appendix 4).

* 1. OPDIV’s will review participants’ loan balances annually to ensure employees are paying his/her share of the debt before any additional SLRP is made on the employee’s behalf.
	2. OPDIV’s will confirm participants’ performance appraisal prior to each payment. (Employees must maintain the equivalent of a “fully successful” performance appraisal to receive SLRP benefits.)
	3. The repayment of a student loan is taxable wages. OPDIVs/OHROs are responsible for ensuring that tax withholdings are deducted at the time payment is made, e.g., federal income tax, FICA, Medicare withholding, and any applicable state or local income tax.
1. Employees
2. The employee is responsible for making payments on the portion of the loan not covered by the HHS SLRP. The employee also is responsible for any income tax obligation resulting from the student loan repayment benefit.
3. Fulfilling the requirements of the service agreement.
4. Responsible for providing adequate documentation of the nature of the loan and its balance.
5. Payments are made in a single lump sum directly to the financial institution holding the loan, and the employee must obtain a statement from the financial institution stating that the loan is made, insured, or guaranteed under one of the following: parts B, D or E of Title IV of the Higher Education Act of 1965; or a health education assistance loan made or insured under part A of Title VII of the Public Health Service Act or under part E of Title VIII of that Act. Verification that the loan is current (not past due), the loan number, financial institution routing number for electronic transfer of funds (if available) and the payoff amount as of a specific date should be referenced on the statement as well.

## 537-1-60 POLICY

Maximum Repayment Amount. Eligible employees may be considered for loan repayment assistance up to $10,000 per calendar year, with a $60,000 lifetime maximum for any individual. Individual loan repayments are made on an annual basis and more than one loan may be repaid so long as the combined repayments do not exceed the annual and lifetime limits. SLRP may be authorized for recruitment or retention purposes.

### Recruitment.

* 1. Loan repayment may be authorized upon the determination that, in the absence of loan repayment benefits, the Operating Division (OPDIV) would have difficulty filling a position with a highly qualified candidate. Evidence of need may be based on:
1. The success of recent efforts to recruit suitable candidates for similar positions, including such indicators as offer acceptance rates, the proportion of positions filled, and the length of

time required to fill positions.

1. Recent turnover in the same or similar positions.
2. Labor market factors that affect the ability to recruit for similar positions.
3. Need to fill position requiring highly specialized skills or qualifications.
	1. OPDIV managerial staff may consider the following criteria in determining the amount of the Student Loan Repayment:
4. The severity of the recruiting problem.
5. Salary levels reported in published salary surveys for comparable non-Federal positions.
6. The criticality of the position to be filled and the effect on the OPDIV if it is not filled or if there is a delay in filling it.
7. Current salary of the candidate.
8. Salary documented in a competing job offer (if available).
9. The disparity in cost-of-living between the candidate's current residence and the proposed duty station.
10. The projected cost of further recruitment efforts if the candidate does not accept the position.
11. The extent of the individual's past training and experience that serves to qualify him/her for the position.
12. Budget availability.
	1. Each determination for recruitment purposes (including the amount to be paid) must be made

before the employee enters on duty. The SLRP may not be used to recruit an individual from another Federal agency.

### Retention.

* 1. In a case where the employee is likely to leave the agency for employment outside the Federal service and it’s essential to retain the employee based on the employee’s high or unique qualifications or a special need of the OPDIV. Evidence of need may be based on:
1. The unique or high qualifications of the employee or the special need for the employee’s skills that makes it essential to retain him/her.
2. The extent to which the employee’s departure would affect the OPDIV's ability to carry out an activity or perform a function that is deemed essential to the Agency’s mission.
	1. OPDIV managerial staff may consider the following criteria in deciding the amount of the Student Loan Repayment:
3. Salary levels reported in published salary surveys for comparable non-Federal positions.
4. Salary documented in a competing job offer (if available).
5. The criticality of the position and the effect on the OPDIV if the employee were to leave.
6. The projected cost of recruitment and training associated with replacement of the employee.
7. Employee’s tenure with the OPDIV.
8. Budget availability.

### Requests for Student Loan Repayment.

* 1. OPDIV managers/supervisors recommending an employee for a SLRP must document in writing each approval of student loan repayment benefits. The written determination must show the employee (or job candidate) meets the criteria specified in paragraphs B or C above. An authorized official must approve SLRP in connection with a recruitment action before the job candidate actually enters on duty in the position for which he or she was recruited.
	2. OPDIV managers/supervisors must review the “Request for Student Loan Repayment Program Under the Student Loan Repayment Program” document (see Appendix 1). Appendix 1 should be filled out each year the employee is receiving SLRP. Each year (if applicable), the OPDIV circles the corresponding year under “Student Loan Repayment Benefit for Year Number,” and update the other information. Further, OPDIV must have employees sign a service agreement (see paragraph E below) and Appendix 3, “Student Loan Repayment Program, Outstanding Loan Information Request.”

### Service Agreements

* 1. Before a loan repayment may be made, the employee must sign a Student Loan Repayment Program Service Agreement (see Appendix 2) acknowledging the requirement to serve a

minimum of three years with the OPDIV, regardless of the amount of repayment authorized. This three-year period commences at the beginning effective date specified in the service agreement. The commencement date shall not be (1) earlier than the date the service agreement is signed by the approving official; or (2) earlier than the date the individual begins serving in the position for which he or she was recruited, if SLRP is being approved to recruit a job candidate. Any additional repayments made during this three-year period do not extend the service agreement. However, if additional payments are made after the initial three-year agreement has been completed, the service agreement will be extended by one year for each payment made beyond the 3rd year. The extended service agreement period begins when the first payment beyond the 3rd year is made to the holder of the loan.

* 1. The agreement may also specify employment conditions considered appropriate, e.g., employee’s position and the duties he/she is expected to perform, work schedule, or expected level of performance. The service agreement in no way constitutes a right, promise, or

entitlement for continued employment or noncompetitive conversion to the competitive service, nor does it limit management’s right to take corrective or disciplinary actions as otherwise appropriate.

* 1. Periods of leave without pay, or other periods during which the employee is not in a pay status, do not count toward completion of the required service period. Thus, the service completion date must be extended by the total amount of time spent in non-pay status. However, as

provided by 5 CFR 353.107, absence because of uniformed service or compensable injury is considered creditable toward the required service period upon reemployment.

* 1. An employee who voluntarily leaves the OPDIV or is separated involuntarily because of performance, misconduct, or a negative suitability determination under 5 CFR part 731 and fails to complete the agreed-upon period of service must refund the full amount of benefits received during the initial three-year period. Employees who fail to complete the period of service under an extension period, (e.g., 4th year, 5th year) must repay the amount of the benefits received in the extension year only. If an employee fails to reimburse the OPDIV, the amount outstanding will be recovered from the employee under established debt collection procedures.

### Approval of Student Loan Payments

* 1. Approval for student loan repayments will be made in accordance with established OPDIV operating procedures.

### Termination of Benefits

* 1. An employee receiving loan repayment benefits will be ineligible for continued benefits if he/she separates from the OPDIV for any reason; fails to maintain a fully satisfactory level of performance; or violates any of the conditions of the service agreement.
	2. The SLRP is only for federally insured loans. If at any time the employee consolidates to a non-federally insured loan, then the employee will be ineligible for future payments on non-federally insured loans. (Note: the employee is not responsible for paying back previous benefits already paid on federally insured loans as long as all other conditions of the service agreement were met).

### Waiver of Student Loan Indebtedness

* 1. Repayment of student loan indebtedness may be wholly or partially waived at the discretion of the OPDIV repaying the loan if recovery would be against equity and good conscience or against the public interest. In making the determination, the OPDIV will take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the government. Employees who meet the criteria for a waiver of their student loan indebtedness must:
1. Complete a Waiver of Student Loan Indebtedness Information Request document (Appendix 4);
2. Attach original Service Agreement (Appendix 2), along with the loan balance from the lending institution, and written justification as to why recovery of the debt would be against equity, good conscience, and the public interest; and
3. The documents will then be forwarded to the OPDIV approving official for final approval according to OPDIV operating procedures.
	1. If the waiver request is approved, the Payroll Office will suspend collection of the debt; a personnel action will be generated by the servicing Human Resources Center to terminate the debt collection, and the employee and his/her supervisor will receive written notification from the OPDIV approving official that the debt has been suspended.
	2. When an employee is separated by death or disability retirement or is unable to continue working because of disability evidenced by acceptable medical documentation, repayment is automatically waived.

## 537-1-70 DOCUMENTATION, REPORTING, AND ACCOUNTABILITY

1. Records associated with personnel actions, including all documentation sufficient for third party reconstruction purposes, must be retained according to the record disposition schedule. Generally, records created in a given year must be retained for a total of three (3) full years.
2. Records involved in litigation and grievance processes may be destroyed only after official notification is received from OPM, Department of Justice, courts, or the Office of the General Counsel, etc. that the matter has been fully litigated, or resolved and closed.
3. ASA/OHR may conduct periodic accountability reviews to analyze compliance with this Instruction, HHS and OPM policy and guidance, and applicable federal laws and regulations.
4. On or before March 31 each year, the ASA/OHR will submit to OPM a report of the Department’s use of the SLRP authority during the previous calendar year. The report shall include: (1) the number of employees who received SLRP benefits; (2) the job classifications of the recipients (i.e., pay plan, occupational series, and job title); and (3) the cost to the Department for SLRP.

## APPENDIX 1, REQUEST FOR STUDENT LOAN REPAYMENT BENEFIT UNDER THE

## STUDENT LOAN REPAYMENT PROGRAM 5 U.S.C. 5379

|  |  |  |
| --- | --- | --- |
| Name  | Social Security Number  | Date (MM/DD/YY) |
| Title  | Series/Grade/Step | Type of Appointment & NTE Date  |
| Total Amount of Student Loan Repayment Benefit Received to Date (Include the Requested Amount from this Request Form.) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Student Loan Repayment Benefit Amount Requested:$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Student Loan Repayment Benefit for Year Number: (Circle One)  1 2 3 4 5 6 Other \_\_\_\_  ***NOTE: Service Agreement must be attached to this Request form.*** |
| Current Balance of Outstanding Loan: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***NOTE: Official Documentation from loan holder documenting loan balance and type of loan must be attached to this Request form.*** |
| **Compensation\*:** **Base/Locality Pay $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Other Continuing Pay, (e.g., PSP, retention allowance) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\*** Physician’s Comparability Allowance **(if applicable) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Other Payments, e.g., lump sum payments $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Student Loan Repayment Benefit Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **TOTAL COMPENSATION** **$ \_\_\_\_\_\_\_\_\_\_\_\_\_** \* Total Title 5 compensation cannot exceed Executive Level 1 salary per calendar year.\*\* Physician’s Comparability Allowance must be reduced by the amount equal to the loan repayment assistance (5 CFR 595.105). |
| **Recommending Official Title Date** |
| **Certification of Funds Title Date** |
| **Approving Official Title Date** |
| **Human Resources Official Title Date** |

## APPENDIX 2, STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT

|  |  |  |  |
| --- | --- | --- | --- |
| NAME (Print or Type – First Middle Last) | SOCIAL SECURITY NUMBER | OPDIV  | DATE |

In consideration of the student loan repayment benefit for which I qualify under 5 U.S.C. 5379 as implemented by the regulations of the U.S. Office of Personnel Management (5 CFR, Part 537), the policies of the Department of Health and Human Services, and the OPDIV \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I hereby agree:

1. To serve in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for  3 years (initial contract) or  1 year (extensions). (OPDIV)
2. The amount of the student loan repayment benefit is $\_\_\_\_\_\_\_\_\_\_\_ (up to $10,000/year). I understand that the commitment to repay my loan is for one year, subject to yearly extensions.
3. If student loan repayment benefits are made in the 2nd or 3rd year, my service agreement will not be extended.
4. If student loan repayment benefits are made beyond 3 years, my service agreement will be extended by one year for each payment made beyond the 3rd year.
5. The service agreement is effective  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** through .

 (Month/Day/Year) (Month/Day/Year)

1. This service agreement in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service. That acceptance of this agreement does not alter the conditions or terms of my employment; accordingly, this agreement will not preclude nor limit the Agency from effecting personnel actions as may be appropriate.
2. That in the event I voluntarily leave the OPDIV, or in the event that I am involuntarily separated for misconduct, performance, or a negative suitability determination under 5 CFR Part 731 before completing the agreed upon period of service, I will be indebted to the Federal Government and must reimburse the OPDIV for the full amount of any student loan repayment benefits received under this service agreement. In regard to granting SLRP based on retention, this service agreement significances that employee is likely to leave federal service in absence of SLRP.
3. I am responsible for making loan payments on the portion of the loan that continues to be my responsibility.
4. The student loan repayment benefits made do not exempt me from my responsibility and/or liability for the loan.
5. I am responsible for any income tax obligation resulting from the student loan repayment benefit.
6. HHS/OPDIV\_\_\_\_\_\_\_\_\_\_\_ is not responsible for any late fees assessed by the lender if the student loan repayment benefit is not received on time.
7. The student loan repayment benefits made on my behalf from the Federal Government have/will not

## APPENDIX 2 (Continued) STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT

exceed $10,000 per annum and $60,000 in total.

1. If I consolidate to a non-federally insured loan, then I will be ineligible for future payments on non-federally insured loans.
2. The service completion date must be extended by total amount of time spent in a non-pay status. Absence due to uniformed service or compensable injury is considered creditable toward the required service period upon re-employment. Authorized agency officials may verify the status and outstanding balance of each loan.
3. Other condition(s) agreed to by employee and the OPDIV:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### I AGREE TO THE TERMS OF THIS SERVICE AGREEMENT:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print/Type) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### General

This information is provided pursuant to the Privacy Act of 1974 (P.L. 93-597).

### Authority for Collection of Information

5 U.S.C 5379 and 31 U.S.C. Section 7701(c)

### Purpose and Uses

The main purpose for collecting the information requested on the above mentioned form is to establish the terms under which an individual receives a student loan repayment benefit under the Student Loan Repayment Program. The information collected will be used as a basis for payroll actions. Accordingly, disclosure of identifiable information, including your Social Security Number (SSN), may be made to the Internal Revenue Service for tax withholding purposes, the Department of Treasury for payroll action, and to the Department of Labor for worker compensation claims. This information may also be disclosed to the Department of Justice for other lawful purposes including law enforcement and in the event of litigation. In addition, these records, or information there from, may also be used within DHHS for study purposes, such as projection of staffing needs, and/or creation of non-identifiable statistical data for reports to other Federal agencies and Congress.

## APPENDIX 2 (Continued) STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT

### Information Regarding Disclosure of Your Social Security Account Number

Disclosure of the SSN is mandatory since it is the identifier used by the Internal Revenue Service and for the withholding of taxes from your salary. The use of the SSN is made necessary because of the large number of present and former employees and applicants who have identical names and birth dates, and

whose identities can only be distinguished by the SSN. It is used primarily to identify an employee's personnel, leave, and pay records and to relate on to the other. In this regard, it is also used by the HHS

to locate records in order to respond to lawful requests for information from former employers, educational institutes, and financial or other organizations. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records. The SSN also will be used for the selection of persons to be included in statistical studies of personnel management matters.

### Effect of Non-disclosure

Your submission of this agreement is voluntary; however, if the agreement is submitted, omission of significant information requested would preclude continued processing of the agreement for you to receive payment because payroll would be unable to process the necessary actions.

### Approving Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

 (Signature) (Print Name) Date

### Human Resources Review:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

 (Signature) (Print Name) Date

## APPENDIX 3, STUDENT LOAN REPAYMENT PROGRAM, OUTSTANDING LOAN INFORMATION REQUEST

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following information is required for each lender of a loan(s) being considered under the Student Loan Repayment Program.

### Loan Information\*

1. Name of the federally funded loan received, e.g., Federal Stafford Loan, Federal PLUS Loan, Federally Insured Student Loan, etc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Date Loan was Obtained \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Remaining Balance of Loan \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*An official document/letter from the loan institution providing the above loan information must be attached to this form.

### Name, address, and telephone number for the lending institution holder of the loan, i.e., bank, educational institution, etc.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EFT Routing Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Name, address, and telephone number of servicing agent of the loan to whom payments are sent (if different from #2).

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EFT Routing Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## APPENDIX 3 (continued), STUDENT LOAN REPAYMENT PROGRAM, OUTSTANDING LOAN INFORMATION REQUEST

### Name, job title, and telephone number of authorized official for the Lending Institution.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

### Federal Tax Identification Number or EIN (Required for sending payments).

\_\_\_ \_\_\_--\_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

 **Name (Approving Official) Title Date**

## APPENDIX 4, WAIVER OF STUDENT LOAN INDEBTEDNESS INFORMATION REQUEST

Attach a copy of the Student Loan Repayment Service Agreement and the loan balance information from the lending institution to this form. Return form to the employing Human Resources Center.

|  |  |  |
| --- | --- | --- |
| Employee Name (Last, First, MI) | Social Security Number | Date (MM/DD/YY) |
| Job Title | Agency  | Outstanding Loan Balance  |

**Reason for Requesting Waiver of Student Loan Indebtedness:** (Explain why the recovery of this debt would be against equity and good conscience or against the public interest). Note: Repayment is automatically waived for those employees separated by death or disability retirement, or an inability to continue working because of disability evidenced by acceptable medical documentation).

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|  |  |  |
| --- | --- | --- |
| OPDIV Approval Signature | Print Name | Date |