

## Student Loan Repayment Program Service Agreement

NAME ( <i>Print or type first, middle, last</i> )	Social Security Number	Institute or Center	Date ( <i>mm/dd/yyyy</i> )
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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 National Institutes of Health, I hereby agree that:

1. I will serve at the National Institutes of Health (NIH) for:  
3 years (initial contract) or an additional 1-year extension.
2. If student loan repayment benefits are made in the 2nd or 3rd year, my service agreement will not be extended; however, the service agreement will be modified to reflect any additional loans disbursed.
3. 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.
4. The service agreement dates will be documented on an SF-50, in the "Remarks" section, and uploaded into my eOPF. I am responsible for checking the service dates once the action is processed.
5. In the event that I voluntarily leave NIH, including to serve at another Federal agency or HHS OPDIV, or in the event that I am involuntarily separated for misconduct or performance before completing the initial 3-year service agreement period, I will be indebted to the Federal Government and must reimburse NIH for the full amount of any student loan repayment benefits received under this agreement. However, if I fail to complete the period of service under an extension period, (*e.g., 4th year, 5th year*) I understand that I must repay the amount of the benefits received in the extension year only.
6. I am responsible for making loan payments on the portion of the loan that continues to be my responsibility.
7. The student loan repayment benefits made do not exempt me from my responsibility and/or liability for the loan.
8. I am responsible for any income tax obligation resulting from the student loan repayment benefit. I understand that the appropriate taxes will be deducted or applied at the time payment is made.
9. NIH is not responsible for late fees assessed by the lender if the student loan repayment benefit is not received on time.
10. The student loan repayment benefits made on my behalf from the Department of Health and Human Services will not exceed \$10,000 (gross) per calendar year and \$60,000 (gross) total.
11. This service agreement in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service. Acceptance of this agreement does not alter the conditions or terms of my employment; accordingly, this agreement will not preclude nor limit the NIH from effecting personnel actions as may be appropriate.
12. I understand that if I have applied to the Public Service Loan Forgiveness (*PSLF*) Program and receive a refund check from the Department of Treasury for this student loan repayment benefit, I will seek guidance from my Administrative Office or HR Specialist on the mechanism by which to return these funds to the NIH.
13. Payments may be applied only to indebtedness outstanding at the time the service agreement is signed, modified, or extended. In years 1 through 3, the service agreement period may not be extended, but it may be modified to reflect that additional qualifying loans have been added to the outstanding loan balance, with verification from the lender.

Check here if the loan balance has been increased due to additional qualifying loans.

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

Signature	Name ( <i>print/type</i> )	Date ( <i>mm/dd/yyyy</i> )
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## **PRIVACY ACT NOTIFICATION STATEMENT**

Collection of this information is authorized under 5 U.S.C. 5379. The purpose of collecting the information is to establish terms under which an individual receives a student loan repayment benefit under the Student Loan Repayment Program. The information will be used as a basis for payroll actions. This information may be disclosed to the Internal Revenue Service for tax withholding purposes, the Department of Treasury for payroll action, the Department of Labor for worker compensation claims and the Department of Justice for other lawful purposes including law enforcement and in the event of litigation. In addition, this information may 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. The request for this information is voluntary, however, if information is not provided it could preclude the processing of the student loan repayment benefits request. The information you provide will be included in a Privacy Act system of records, and will be used and may be disclosed for the purposes and routine uses described and published in the following System of Records Notice (SORN): NIH Loan Repayment Records, 09-25-0165 available at <https://www.govinfo.gov/content/pkg/FR-2002-02-08/pdf/02-3142.pdf>. Statement is pursuant to the Privacy Act of 1974 (P.L. 93-597)

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## **AUTHORITY FOR COLLECTION OF INFORMATION**

5 U.S.C 5379.

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## **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 therefore, 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.

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## **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.

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## **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 an allowance because payroll would be unable to process the necessary actions.

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