DESCARGO POR INCAPACIDAD TOTAL Y PERMANENTE

Paquete de autoayuda

CÓMO INICIAR EL PROCESO

CÓMO INICIAR EL PROCESO

Los préstamos federales de estudios se pueden cancelar basados en incapacidad total y permanente. Todos los prestatarios de préstamos federales califican para este descargo. Los padres que hayan obtenido préstamos PLUS pueden solicitar este descargo basándose en su propia incapacidad, no la de sus hijos.

Para calificar, debe estar incapacitado para trabajar y ganar dinero a raíz de una enfermedad o lesión que se espera resulte en la muerte, o que dure un período continuo no menor de 60 meses (5 años) o ha durado un período continuo no menor de 60 meses. Esta norma entró en vigencia el 1 de julio,.2010.

Además, aquellos veteranos a quienes la Secretaría de Asuntos de Veteranos (Secretary of Veterans Affairs) haya calificado como incapaces de obtener empleo a raíz de una enfermedad relacionada al servicio deben calificar para recibir este descargo sin tener que presentar documentación adicional de un médico.

FORMULARIOS QUE DEBE LLENAR

FORMULARIOS QUE DEBE LLENAR

Solicitud de descargo

Debe completar la solicitud adjunta aún si es veterano y califica para el descargo sin tener que presentar certificación de un medico (muestra adjunta). Todos los solicitantes deben completar las secciones 1 y 3.

La sección 1 requiere que llene la información identificadora. Es importante que lea detenidamente la sección 3 y luego la firme y anote la fecha al pie de la hoja. También debe leer detenidamente el resto de las secciones para obtener más información sobre este programa de descargo.

Usted puede demostrar que está total y permanentemente discapacitado con una de las siguientes tres maneras:

1. Si usted es veterano, puede enviar documentación del Departamento de Veteranos de los Estados Unidos (VA) demostrando que el VA ha determinado que usted está desempleado debido a una discapacidad relacionada con el servicio militar;
2. Si usted está recibiendo beneficios de Social Security Disability Insurance (SSDI) o Seguridad de Ingreso Suplementario (SSI), puede enviar la notificación de la Administración del Seguro Social (SSA) en la que se le otorgan beneficios de SSDI o SSI indicando que su próxima revisión de discapacidad será dentro de 5 a 7 años a partir de la fecha de su determinación de discapacidad más reciente por la SSA; o
3. Puede enviar la certificación de un médico que está total y permanentemente discapacitado. Esta certificación debe enviarse dentro de los 90 días de la fecha en que el médico firmó el formulario.

Si está usando #3, el formulario contiene instrucciones que le explicará el proceso a su médico. Además, usted puede entregarle la hoja informativa adjunta.

El médico deberá firmar el formulario al pie de la seccion 4. Es muy importante que el médico anote la fecha de la firma, escriba su nombre con letra de imprenta, y proporcione su número de licencia profesional. Muchas solicitudes se rechazan por falta de alguna de información.

Si usted desea designar a un individuo u una organización para que lo represente en los asuntos relacionados con la solicitud de descarga, debe completar el formulario de designación de representante del solicitante (muestra adjunta).

Le debe informar a Nelnet, contratista del Departamento de Educación, que desea presentar la solicitud. Puede hacerlo por teléfono o correo electrónico. Usted puede llamar siete días a la semana al 888-303-7818 de 8:00 am a 8:00 pm (hora del Este) o enviar correo electrónico a DisabilityInformation@Nelnet.net. También puede informar a Nelnet sobre su solicitud mediante la aplicación de descarga que encontrará en línea.

Cuando Nelnet haya sido notificado sobre su solicitud, debe:

1. Proporcionarle la información que necesita para solicitar una descarga si usted todavía no la tiene.
2. Identificar los préstamos estudiantiles federales y/o obligación de servicio de TEACH Grant que podrían calificar para recibir una descarga.
3. **Comunicarse con los titulares de sus préstamos e instruirlos que deben suspender la actividad de recolección durante un período de hasta 120 días. Esto significa que durante el período de 120 días no estará obligado a efectuar pagos por sus préstamos.**

La suspensión de la actividad de recolección le dará tiempo para completar la solicitud de descarga. La recolección vuelve a comenzar si no envía la solicitud en el plazo de 120 días.

[illegible]

[illegible]

LEA ESTO PRIMERO

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- [illegible]
- [illegible]

ADÓNDE ENVIAR SU SOLICITUD DE ANULACIÓN COMPLETADA

[illegible]

[illegible]

[illegible]

[illegible]

SECCIÓN 1: IDENTIFICACIÓN DEL SOLICITANTE

[illegible]

SECCIÓN 2: INSTRUCCIONES PARA COMPLETAR Y ENVIAR ESTA SOLICITUD

- [illegible]
- [illegible]
- [illegible]

[illegible]

SECCIÓN 3: SOLICITUD DE ANULACIÓN, AUTORIZACIÓN, ENTENDIMIENTO Y CERTIFICACIÓN DEL SOLICITANTE

[illegible]

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SECCIÓN 4: CERTIFICACIÓN DEL MÉDICO

LyŤ2NuYÍ·ÓÍ›sy´Ŝ LyŤáÚNudzŎŎÍ2yŜă LJÍ·NuÍ· Ŝf a ŞŘÍÓ2Y

- 9f ă2fůÓÑúÍ·yűŠ ÍŘŜyűÁŤÍÓÍ·Ř2 Í·NuNuōÍ· ă2fůÓÑúÍ· fÍ· Í·yűzfÍ·Ó Í› sy´ŘŠ dzy´LJNuŞáúÍ·Y2 ŤŠŘŜNuÍ·f LJÍ·NuÍ· Šáúdz ŘÁÍ·yűŠă ěk2 ŘŠ fÍ· 2ōfuƎÍ·Ó Í› sy´ŘŠ ăŜNuØÑÓÍ2 ŘŠ dzy´ădzōăÍŘÍ2 ŤŜŘŜNuÍ·f ōÍ·ă ł yŘ2ăŜ Ŝy´dzyÍ· ŘÍăÓÍ·LJÍ·ÓÍŘÍ·Ř úž2úÍ·f ě LJŜNuY Í·yŜyűŠΣ Ó2Y2 ăŠ fÍ· ŘŜăÓNuōŠ Ŝy´fÍ· {ŠÓÓÍ›sy´p ŘŠ ŠáúŠ Ť2NuY´dzfÍ·Nu2ø t Í·NuÍ· NuŠdzyNu f2ă NuŠIjdzÍăÁúž2ă IjdzŠ fŠ LJŜNuY´ÁúŠy´LJŜŘNu úÍ·f Í·yűzfÍ·Ó Í› sy´Σ Ŝf ă2fůÓÑúÍ·yűŠ ŘŜōŠ ăŜNu ÁyŐÍ·LJÍ·Î ŘŠ Ó2Y´LJNu2Y´ŠúŠNuăŠ Ŝy´Í·ÓúÁØÑŘÍ·Ř NuŜY´dzyŜNuÍ·ŘÍ· Í·fƎdzyÍ· óÓ2Y2 ăŠ fÍ· ŘŠŤÁyŠ ŘŜōÍ·ž2 Ŝy´fÍ· {ŠÓÓÍ›sy´pú ŘŜōÁŘ2 Í· dzy´ÁY´LJŜŘÍÁY´Ŝyűž2 ŤĮăÍÓ2 2 Y´Ŝyűf·f IjdzŠ LJdzŜŘÍ· ŘŜúŠNuY´ÁyÍ·NuăŠ LJ2Nu LJNu2ÓŜŘÍÁY´ÁŜyűž2ă Y´ŞŘÍÓ2ă ě IjdzŠ **mú** LJ2ŘNuÍ· 2Ó Í·ăÍ2yÍ·Nu ădz Y´dzŜNuÚŜT 2 **нú** KÍ·ěÍ· ŰŜyŤŘ2 dzyÍ· ŘdzNuÍ·Ó Í› sy´Ó2yűÁyűzÍ· ŘŠ LJ2Nu f2 Y´Ŝyű2ă cл Y´ŠăŜăT 2 **oú** LJ2ŘNuÍ· ŠăLJŜNuÍ·NuăŠ IjdzŠ ŘdzNuŠ dzy´LJŜNu2Ř2 Ó2yűÁyűz2 ŘŠ y2 Y´Ŝyű2ă ŘŠ cл Y´ŠăŜăT 9áúŠ ŠáúÍ·yŘÍ·Nu ŘŠ ŘÁăÓÍ·LJÍ·ÓÍŘÍ·Ř LJdzŜŘŠ ăŜNu ŘÁŤŜNuŠyűŠ ŘŠ f2ă ŠáúÍ·yŘÍ·NuŠă dzăÍ·Ř2ă Ŝy´2úNu2ă LJNu2ƎNuÍ·Y´Í·ă NuŠfÍ·ÓÍ2yÍ·Ř2ă Ó2y´ŘÍăÓÍ·LJÍ·ÓÍŘÍ·Ř 2ÓdzLJÍ·ÓÍ2yÍ·f 2 Ó2y´fÍ· ă2fůÓÑúdzŘ ŘŠ ŏŜyŠŤŘÓÍ2ă LJ2Nu ăŠNuØÑÓÍ2ă ă2ÓÍ·fŠă 2 ŘŠ ØŠúŠNuÍ·y2ă∅ /dzÍ·fIjdzÍÁŜNu ŘŠúŠNuY´ÁyÍ·ÓÍ›sy´ŘŠ ŘÍăÓÍ·LJÍ·ÓÍŘÍ·Ř ŘŠf ă2fůÓÑúÍ·yűŠ LJ2Nu LJÍ·NúŠ ŘŠ 2úNu2ă 2NƎÍ·yĂY´2ă ŤŠŘŜNuÍ·fŠă óLJ2Nu ŠżŜY´LJf2Σ fÍ· ÍŘY´ÁyĂáúNuÍ·Ó Í› sy´ŘŠf {ŠƎdzNu2 {2ÓÍ·fú 2 Í·ƎŜyÓÍ·ă ŠáúÍ·úÍ·fŠáż y2 Šáúł·ōfŠÓŜ Í·dzúž2Y´ł·úÍÓÍ·Y´Ŝyűŝ fÍ· ŘÍăÓÍ·LJÍ·ÓÍŘÍ·Ř ŘŠf ă2fůÓÑúÍ·yűŠ y´Í ădz LJ2ăĺōÍfůÍÍ·Ř ŘŠ Í·ÓÓŜŘŜNu Í· ŠáúÍ· Í·yűzfÍ·Ó Í› sy´ŘŠ LJNuŞáúÍ·Y´2ă∅

- /2Y´LJfŠúŠ ŠáúŠ Ť2NuY´dzfÍ·Nu2 ăŝf2 ăÍ ŠădzăúŜŘ dzy´Y´ŞŘÍÓ2 dz 2ăúŜsLJÍ·úÍ· Í·dzúž2NuÎÍ·Ř2 fŠƎ·fY´ŝyűŠ Í· LJNuÍ·ÓúÓÍ·Nu fÍ· Y´ŜŘÍÓÁyÍ· Ŝy´Í·fƎgý´ŠáúÍ·Ř2Σ úÍ·f Ó2Y´2 ăŠ ŘŠŤÁyŠ Ŝy´fÍ· {ŠÓÓÍ›sy´pΣ ě ăŝf2 ăÍ ŠfLJNu2ōfŠY´Í· ŘŠ ăÍ·fdzŘ ŘŠf LJÍ·ÓÍŠyűŠ Ó2yŐdzŜNuŘÍ· Ó2y´fÍ· ŘŠŤÁyŠ ŘÍăÓÍ·LJÍ·ÓÍŘÍ·Ř úž2úÍ·f ě LJŜNuY´Í·ySyűŠ ŘŠ fÍ· {ŠÓÓÍ›sy´p∅
- **9ăÓNuăōÍ· ŘŠ Y´Í·yŜNuÍ· ŧŜƎăōfŠ Ŏž2y´úÁyűÍ· 2ăÓdzNuÍ· 2 ÁY´LJNuĂY´Í·0 5ŠōŜy´Ó2Y´LJfŠúÍ·NuăŠ úž2Ř2ă f2ă Ól·Y´LJ2ăź {Á Í·fƎgý´ÓÍ·Y´LJ2 y2 Ó2NuNŜăLJ2yŘŜŗ ŠăÓNuōÍ· ζb2 Ó2NuNŜăLJ2yŘŜŗ∅ [Í· ŤŜŐKÍ· ŘŠ ădz ŤŃUY´Í· ŘŠōŠ ÁyŐŤdzNU Y´ŜăΣ Ř¡Ní· ě Í·Ʒ2 óY´Y πŘŘπÍ·Í·ú∅**
- .NuăyŘŠ úž2Ř·Í· fÍ· ÁyŤf2NuY´Í·Ó Í› sy´NuŜIjdzŜNuŘÍ· Ŝy´f2ă !NúĵÓdzf2ă мΣ н ě o ŘŠ Í·ō Í·ž2 ě Í·Ř dzyűŠ LJ Í·ƎÁyÍ·ă Í·ŘÍÓÍ2yÍ·fŠă ăÁ Ŝă yŜÓŜăÍ·NuÍ2∅ /2Y´LJfŠúŠ fÍ· ÓŜNúÁŤÍÓÍ·Ó Í› sy´ŘŠf Y´ŞŘÍÓ2 Í·f ŤÁyÍ·f ŘŠ ŠáúÍ· LJÍ·ÁyÍ·∅ [Í· ă2fůÓÑúdzŘ ŘŠ Í·yűzfÍ·Ó Í› sy´ŘŠf ă2fůÓÑúÍ·yűŠ y2 LJdzŜŘŠ LJNu2ÓŜăÍ·NuăŠ ăÁ fÍ· ÁyŤf2NuY´Í·Ó Í› sy´NuŜIjdzŜNuŘÍ· Ŝy´ŠáúÍ· ăŜÓÓÍ›sy´ŠáúÍ· ÁyÓ2Y´LJfŠúÍ· 2 ŤÍ·fúÍ· ădz ŤÁNuY´Í·∅
- {Á NuŜÍ·fůÎÍ· Í·fƎgý´ÓÍ·Y´Ó2 Ŝy´fÍ· ÁyŤf2NuY´Í·Ó Í› sy´LJNu2ØÍăúÍ· Ŝy´ŠáúÍ· ăŜÓÓÍ›sy´Σ ŘŠōŠ LJ2yŜNu fÍ·ă ÁyŤÓÁÍ·fŠă Í· ÓÍ·ŘÍ· ÓÍ·Y´Ó Í2∅
- **t2Nu ŤÍ·Ø2NuΣ ŘŠØdzŠfØÍ· Ŝf Ť2NuY´dzfÍ·NuÍ2 Ó2Y´LJfŠúÍ·Ř2 Í·f ăž fÓÑúÍ·yűŠ 2 Í·fNuŜLJNuŠăŜyűÍ·yűŠ ŘŠf ă2fůÓÑúÍ·yűŠ∅** 9f 5ŠLJÍ·NúÍ·Y´Ŝyű2 ŘŠ 9ŘdzÓÍ·Ó Í› sy´ŘŠ f2ă 99∅ ¦ ¦∅ LJdzŜŘŠ LJ2yŜNuăŠ Ŝy´Ó2yűÍ·Ó úž2 Ó2y´dzăúŜŘ LJÍ·NuÍ· 2ōúŜyŜNu ÁyŤf2NuY´Í·Ó Í› sy´Z Ř2Ódz Y´Ŝyű Í·Ó Í› sy´ŘÍÓÍ2yÍ·f∅

м∅ LY´LJŠŘÍÁY´Ŝyű2 CĵăÍÓ2 2 a Ŝyűł·f IjdzŜ t dzŠŘÍ· 5ŠúŠNuY´ÁyÍ·NuăŠ LJ2Nu tNuŽÓŠŘÍÁY´ÍŜyű2ă a ŞŘÍÓ2ă Λ¢ÁŜyŠ Ŝf ă2fůÓÑúÍ·yűŠ dzy´ÁY´LJŠŘÍÁY´Ŝyű2 ŤĮăÍÓ2 2 Y´Ŝyű·f IjdzŜ LJdzŜŘÍ· ŘŠúŠNuY´ÁyÍ·NuăŠ LJ2Nu LJNu2ÓŜŘÍÁY´ÍŜyű2ă Y´ŞŘÍÓ2ă ě IjdzŠ **Í·ú** fŠ ÁY´LJNuŘÍ· Ó2Y´LJNu2Y´ŠúŠNuăŠ Ó2y´Í·ÓúÁØÑŘÍ·Ř NuŜY´dzyŜNuÍ·ŘÍ· Í·fƎdzyÍ·Σ Ŝy´Ódz Í·fIjdzÍŠNu ł NuŜÍ· fÍ·ō2NuÍ·f ě **ōú** LJ2ŘNuÍ· 2Ó Í·ăÍ2yÍ·Nu ădz Y´dzŜNuúŠΣ *o* KÍ· úŠyŤŘ2 dzyÍ· ŘdzNuÍ·Ó Í› sy´Ó2yűÁyűzÍ· ŘŠ LJ2Nu f2 Y´Ŝyű2ă cл Y´ŠăŜăΣ *o* LJ2ŘNuÍ· ŠăLJŜNuÍ·NuăŠ IjdzŠ ŘdzNuŠ dzy´LJŜNu2Ř2 Ó2yűÁyűz2 ŘŠ y2 Y´Ŝyű2ă ŘŠ cл Y´ŠăŜăK

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! ÓúÁØÑŘÍ·Ř NuŜY´dzyŜNuÍ·ŘÍ· ăÍƎyŤÁÍÓÍ· dzyÍ· Ó Í·yűÁŘÍ·Ř ŘŠ úNuÍ·ō Í·ž2 IjdzŜ ăŠ NuŜÍ·fůÎÍ· Í· Ó Í·Y´Ōž2 ŘŠ dzy´LJÍ·Ǝ2 2 ŘŠ dzyÍ· ƎÍ·yÍ·yÓÍ· ě IjdzŠ ădzLJ2yŠ ŤfŠØÍ·Nu Í· Ó Í·ō2 ÁY´LJ2NúÍ·yűŠă Í·ÓúÁØÑŘÍ·ŘŠă ŤĮăÍÓÍ·ă 2 Y´Ŝyű·fŠăΣ 2 dzyÍ· Ó2Y´ŌÍÁyÍ·Ó Í› sy´ŘŠ Í·Y´Ōž ă∅ *Si el solicitante es capaz de comprometerse en alguna actividad remunerada, en cualquier área laboral, debe responder «No». La determinación de si el solicitante puede o no desarrollar una actividad remunerada no se basa en el hecho de que el solicitante pueda desarrollar su trabajo o profesión actuales o pasados.*

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н∅ 5łăÓÍ·LJÍ·ÓÍŘÍ·Ř /2Y´LJfŠúŠ f2ă !NúĵÓdzf2ă **Í·ú** ě **ōú** úŜyÁŜyŘ2 Ŝy´ÓdzŜyűÍ· fÍ· ŘłăÓÍ·LJÍ·ÓÍŘÍ·Ř ŘŠf ă2fůÓÑúÍ·yűŠ∅ **b2** dzúÁfůÓŜ Í·ōNuŜØÑÍ·údzNuÍ·ă yÁ ÓsŘÁƎ2ă ŘŠf ăŜƎdzNu2∅

Í·ú 5Ş dzy´ŘÁÍ·ƎyŠăúÁÓ2 ŘŠf ÁY´LJŜŘÁY´Ŝyű2 ŘŠf ă2fůÓÑúÍ·yűŠY

ōú 5ŠăÓNuōÍ· fÍ· ƎNÍ·ØŜŘÍ·Ř ŘŠ fÍ· ŘłăÓÍ·LJÍ·ÓÍŘÍ·Ř ŤĮăÍÓÍ· 2 Y´Ŝyű·fÍ· ÁyÓfdzěŜyŘ2Σ ăÁ Ó2NuNŜăLJ2yŘŜΣ fÍ· ŠúÍ·LJÍ· ŘŠ fÍ· ŠyŤŠNuY´ŜŘÍ·ŘY

o∅ wŜăúNuÓŐÍ2yŜă 9ÈLJfÍIjdzŠ ŘŠ IjdzŞ Y´Í·yŜNuÍ· fÍ· ŘłăÓÍ·LJÍ·ÓÍŘÍ·Ř ŘŠf ă2fůÓÑúÍ·yűŠ fŠ ÁY´LJŘŠ Ó2Y´LJNu2Y´ŠúŠNuăŠ Ŝy´dzyÍ· Í·ÓúÁØÑŘÍ·Ř NuŜY´dzyŜNuÍ·ŘÍ· Ŝy´Ôdz Í·fIjdzÍŠNu ł NuŜÍ· fÍ·ō2NuÍ·f ě NuŜăLJ2yŘÍŜyŘ2 f2ă ! NúĵÓdzf2ă ŘŠ **Í·ú** Í· **Ŝú** ŘŠ Í·ō Í·ž2Σ Ŝy´f2 Ó2yŐŜNuyÍŜyűŠ Í·f LJNu2ōfŠY´Í· ŘŠ ăÍ·fdzŘ ŘŠf LJÍ·ÓÍŜyűŠ∅ ! ŘdzyűŠ LJÍ·ÁyÍ·ă Í·ŘÍÓÍ2yÍ·fŠă ăŠ yŜÓŜăÁúÍ· Y´Í·ă ŠăLJÍ·ÓÍž∅ ! ŘŠY´Í·ă ŘŠ f2 IjdzŠ ăŠ fŠ ă2fůÓÑúÍ· Í· Ó2yűÁyűzÍ·Ó Í› sy´Σ dzăúŜŘ LJdzŜŘŠ ÁyŐdzNu ÓdzÍ·fIjdzÍŠNu ÁyŤf2NuY´Í·Ó Í› sy´Í·ŘÍÓÍ2yÍ·f IjdzŠ Ó2yŐÁÍŘŠNuŠ ģúÍ·f LJÍ·NuÍ· Ŝf ŜyűŠyŘÍÁY´ÍŜyű2 ŘŠf LJNu2ōfŠY´Í· ŘŠ ăÍ·fdzŘ ŘŠf ă2fůÓÑúÍ·yűŠΣ úÍ·f Ó2Y´2 Y´ŠŘÍÓÍ·Y´Ŝyű2ă LJÍ·NuÍ· úNuÍ·úÍ·Nu fÍ· ŠyŤŠNuY´ŠŘÍ·ŘΣ úNuÍ·úÍ·Y´ÍÁŜyű2ă IjdzNuģNuƎÍÓ2ă 2 y2 IjdzNuģNuƎÍÓ2ă ŘŠ fÍ· ŠyŤŠNuY´ŠŘÍ·ŘΣ ŠúÓ∅

Í·ú wŜăúNuÓŐÍ2yŜă LJÍ·NuÍ· ăŜyűÍ·NuăŠΣ LJÍ·NuÍ·NuăŠΣ Ōž Í·Y´ÁyÍ·Nu 2 tŠØÍ·yűÍ·NuăŠY

ōú wŜăúNuÓŐÍ2yŜă Ŝy´Í·ÓúÁØÑŘÍ·ŘŜă Ó2úÁŘÁÍ·yÍ·ăY

Ŏú CdzyŐÍ2yÍ·fÁŘÍ·Ř NuŜăÁŘdzÍ·fY

Řú wŜăúNuÓŐÍ2yŜă ă2ŐÁÍ·fŜă 2 Ó2yŘdzŐúdzÍ·fŠăΣ ăÁ fÍ·ă KÍ·ěY

Ŝú /Í·ŒŤÁÍÓÍ·Ó Í› sy´CdzyŐÍ2yÍ·f !Ó údzÍ·f ŘŠ fÍ· 9Ø Í·fdzÍ·Ó Í› sy´LyúŠƎNÍ·f óLJÍ·NuÍ· ŠyŤŠNuY´ŠŘÍ·ŘŜă LJăÁIjdzÁÍúNuÓÍ·ăúY

/ŜNuúÁŤÁÍÓÍ·Ó Í› sy´ŘŠf a ŞŘÍÓ2

- **/ŜNuúÁŤÁÍÓ2** IjdzŠΣ ŠyŤY´Á LJ2ŘŠNu ŘÁăÓNuŠÓÍ2yÍ·fΣ Šf ă2fůÓÑúÍ·yűŠ ăŘŠyűÁŤÍÓÍ·Ř2 Í·NuNuōÍ· Šă ÁyŐÍ·LJÍ·Î ŘŠ Ó2Y´LJNu2Y´ŠúŠNuăŠ Ŝy´Í·ÓúÁØÑŘÍ·Ř NuŜY´dzyŜNuÍ·ŘÍ· Í·fƎdzyÍ·Σ Ŝy´*ningún* ÓÍ·Y´LJ2 fÍ·ō2NuÍ·fΣ ŘŠōÁŘ2 Í· dzy´ÁY´LJŜŘÍÁY´Ŝyű2 ŤĮăÍÓ2 2 Y´ŠyűÍ·f IjdzŠ LJdzŜŘŠ ŘŠúŠNuY´ÁyÍ·NuăŠ LJ2Nu LJNu2ÓŜŘÍÁY´ÁŜyű2ă Y´ŞŘÍÓ2ă ě IjdzŠ **mú** LJ2ŘNuÍ· 2Ó Í·ăÍ2yÍ·Nu ădz Y´dzŜNuúŠT 2 **hú** KÍ· úŜyŤŘ2 dzyÍ· ŘdzNuÍ·Ó Í› sy´Ó2yűÁyűzÍ· ŘŠ LJ2Nu f2 Y´Ŝyű2ă cл Y´ŠăŜăT 2 **oú** LJ2ŘNuÍ· ŠăLJŜNuÍ·NuăŠ IjdzŠ ŘdzNuŠ dzy´LJŜNu2Ř2 Ó2yűÁyűz2 ŘŠ y2 Y´Ŝyű2ă ŘŠ cл Y´ŠăŜăT∅
- 9yűÁŜyŘ2 IjdzŠ dzy´ăž fŠ ă2fůÓÑúÍ·yűŠ IjdzŠ Í·ÓúÓdzÍ·fÍ´Ŝyűŝ Šă Ó Í·LJÍ·Î ŘŠ Ó2Y´LJNu2Y´ŠúŠNuăŠ Ŝy´Í·ÓúÁØÑŘÍ·Ř NuŜY´dzyŜNuÍ·ŘÍ·Σ **Ŝy´ŐdzÍ·fIjdzÍÁŜNu** ÓÍ·Y´LJ2 fÍ·ō2NuÍ·fΣ y2 ădzŤNuŜ dzyÍ· ŘłăÓÍ·LJÍ·ÓÍŘÍ·Ř úž2úÍ·f ě LJŜNuY´Í·ySyűŠΣ úÍ·f Ó2Y´2 ăŠ fÍ· ŘŠŤÁyŠ Ŝy´ŠăúŠ ŤĮăÍÓ2 2 Y´Ŝyű·fÍ· ÁyŐÍ·LJÍ·ÓÍŘÍ·Ř úž2úÍ·f ě LJŜNuY´Í·ySyűŠ∅

{2ě ŘžŐúž2Nu Ŝy´óY´Í·NuIjdzŠ f2 IjdzŠ Ó2NuNŜăLJ2yŘÍ·ú ☐ Y´ŜŘÍÓÍ›sy´Í· ☐ 2ăúŜsLJÍ·úÍ·ĸY´ŜŘÍÓÍ›sy´Í· 2ăúŜ2LJł·úÍÓÍ·∅

9ăúž2ě tŜƎÍ·fY´ŜyűŠ Í·dzúž2NuÍÎÍ·Ř2 Í· LJNuÍ·ÓúÁÓÍ·Nu fÍ· Y´ŜŘÍÓÍ›sy´Í· Ŝy´Šf Šăú Í·Ř2 Y´ŜyÓÍ2yÍ·Ř2 ŘŜōÍ·ž2 ě KŠ Ó2yŠăƎyÍ·Ř2 Y´Á yĝY´ŜNu2 ŘŠ Y´Í·úNuÓdzfÍ· LJNu2ŤŠăÍ2yÍ·f Í· Ó2yűÁyűzÍ·Ó Í› sy´∅

9ăúÍ·Ř2 Ŝy´Šf IjdzŠ 9ăúł [ŜƎÍ·fY´ŜyűŠ ! dzúž2NuÍÎÍ·Ř2 Í· tNuÍ·ÓúÁÓÍ·Nu fÍ· aŠŘÍÓÍ›sy´Í· | bģY´ŜNu2 ŘŠ a Í·úNuÓdzfÍ· tNu2ŤŠăÍ2yÍ·f óăŠ Í·ÓŜLJúÍ·y´ăŜŤf2ăΣ ădzžŜú2ă Í· ØŜNuŤÁÍÓÍ·Ó Í› sy´Ŝy´f2ă NuŜƎÍăúNu2ă ŠăúÍ·úÍ·fŠăú

CNuYÍ· ŘŠf a ŞŘÍÓ2 óy2 ăŠ Í·ÓŜLJúÍ·y´ăŜŤf2ă Ó2y´fÍ· ŤNuYÍ·ú	**CŜÓKÍ· óY´YπŘŘπÍ·Í·ú**	b2Y´Ō NuS ŘŠf a ŞŘÍÓ2 Ŝy´LY´LJNuŜyűÍ· óy2Y´Ō NuŜă Ó2Y´LJfŠúÍ2ă ě Í·LJŜŤfÍÍŘ2ú
5NuŜÓÓÍ›sy´óăŠ Í·ÓŜLJúÍ·y´ăŜŤf2ăú		/ĭdzŘÍ·ŘΣ 9ăúÍ·Ř2Σ /ɪŘÍƎ2 t2ăúÍ·f
ó ú	ó ú	
¢ŜfŞŤ2y2	CÍ·È	5NuŜÓÓÍ›sy´ŘŠ Ó2NuNŜ2 ŜfŠÓÚNuÍ›sy´ÍÓ2 ó2LJÓÍ2yÍ·fú

SECCIÓN 5: DEFINICIONES

- {λ dzăúŠR úlŠyŠ dzyl· Řlăčl·LJl·ŏlŘl·Ř **ű2úl·f è LJŠNlY l·yŠyúŠ**: Šăú2 ălƎyŧłλŏl· IjdzŠY

MÚ Šă λyŏl·LJl·Î ŘŠ Ô2YLJNl2YˆŠúŠNlăŠ ŠyˆI·ÔúlØlŘl·Ř NŠYˆdzyŠNl·Řl· I·ƎdzyI· ŘŠōlŘ2 I· dzyˆλYˆLJŠŘλYˆŠyúż ŦNăλÔ2 2 YˆŠyúl·f IjdzŠ LJdzŠŘl· ŘŠúŠNlYˆλyl·NăŠ LJ2lN LJNl2ÔŠŘλYˆλŠyúż㠠YŞŘλÔ2ă è IjdzŠ LJ2Řl)Nl· 2Ôl·ălƎyl·Nl ădz YˆdzŠNúŠ:Šz Kl·ěl· úŠyłŘ2 dzyl· Řdzl·Ôlsy^Ô2yúλyźzI· ŘŠ LJ2lN f2 YˆŠy2ă c∧ YˆŠăŠă 2 LJ2ŘlNl· ŠălJŠNl·NăŠ IjdzŠ ŘdzNŠ dzyˆLJŠNl)2Ř2 Ô2yúλyźz2 ŘŠ y2 YˆŠy2ă ŘŠ c∧ YˆŠăŠăT **h**

HÚ Kl·ěl· KŠÔK2 IjdzŠ Šf 5ŠLJl·NúÍ·YˆŠyúż ŘŠ ! ădzyúż㠠ŘŠ ±ŠúŠNl·y2ă f2 ŘŠŏfl·NŠ **λyŏl·LJl·ŏtúl·Ř2 LJl·Nl· úNl·ōl·²l·Nl ŘŠōlŘ2 I· dzyl· Řłăčŏl·LJl·ŏlŘl·Ř NŠfl·Ôl2yl·Řl· Ô2yˆŠf ăŠNØlÔl2¢**

LbChwa ! /Ljb La thw¢!b¢9 {h.w9 [! 59CLbL/Ljb 59 ζ5L{/!t!/L5!5 ¢h¢![¸ t9wa !b9b¢9nY

tl·Nl· ŘŠYˆ2ăúNl·Nl IjdzŠ úlŠyŠ dzyl· Řlăčl·LJl·ŏlŘl·Ř ú2úl·f è LJŠNlY l·yŠyúŠ ŘŠ l·ŏdzŠNlŘ2 Ô2yˆŠf LJl·NNl·Ŧ2 **MÚ** ŘŠ Šăúl· ŘŠŦλyłÔλsyΣ dzăúŠŘ ŘŠōŠΣ 2 ōλŠyˆ**l·ú** ŠyúNlŠƎl·Nl dzyl· Ô2LJλl· ŘŠf l·Ølăl2 ŘŠ fl· !ŘYˆλyłăúNl·Ôλsy^ŘŠf {ŠƎdzNl2 {2ÔλI·f ó{{{!úλyŦ2NlYˆl·yŘ2fŠ fl· Ô2yŏŠăłsy^ŘŠ ōŠyŠŦłÔλl2ă ŘŠf {ŠƎdzNl2 {2ÔλI·f LJ2Nl 5łăÔl·LJl·ŏlŘl·Ř ó{{5Lú 2 ŘŠ lyƎNŠă2 {dzLJfŠYˆŠyúl·NăŽ ŘŠ {ŠƎdzNăŘl·Ř ó{{Lú 2 dzyl· /2yădzfúl· ŘŠ tfl·yłŦłÔl·Ôλsy^ŘŠ .ŠyŠfl·Ø2ă ŘŠ fl· {{!ó.tv¸úŠyˆfl· IjdzŠ Ô2yăúl· IjdzŠ ădz ălƎdzλŠyúŠ NŠØłăλsyˆLJNl2ƎNl·Yˆl·Řl· ŘŠ ŘłăÔl·LJl·ŏlŘl·Ř ăŠNł ŠyúNlŠ p è τ l·ʒăă ŘŠăLJdzŠă ŘŠ fl· ŦŠÔK l· ŘŠ ădz ŘŠúŠNlYˆλyl·Ôλsy^Yˆłă NŠÔlŠyúŠ ŘŠ ŘłăÔl·LJl·ŏlŘl·Ř LJl2Nl LJl·NúŠ ŘŠ fl· {{!!2 ōlŠy^**ōú** Kl·ōŠNl Ô2YˆLJfŠúl·Řl2 fl· {ŠÔÔλsy^n ŘŠ Šăúl· ă2fłÔŃúdzŘ Ô2y^ Šf l·Øl·f ŘŠ dzy^YˆŠŘλÔ2 dz 2ăúŠsLJl·úl·¢

tl·Nl· ŘŠYˆ2ăúNl·Nl IjdzŠ úlŠyŠ dzyl· Řlăčl·LJl·ŏlŘl·Ř ú2úl·f è LJŠNlY l·yŠyúŠ ŘŠ l·ŏdzŠNlŘ2 Ô2yˆŠf LJl·NNl·Ŧ2 **нú** ŘŠ Šăúl· ŘŠŦλyłÔλsyΣ dzăúŠŘ ŘŠōŠ ŠyúNlŠƎl·Nl ŘƧÔdzYˆŠyúl·Ôλsy^ŘŠf 5ŠLJl·NúÍ·YˆŠyúż ŘŠ ! ădzyúż㠠ŘŠ ±ŠúŠNl·y2ă ŠyˆfI· IjdzŠ Ô2yăúŠ IjdzŠ Šă λyŏl·LJl·Î ŘŠ úNl·ōl·²l·Nl ŘŠōλŘ2 I· dzyl· Řłăčŏl·LJl·ŏlŘl·Ř NŠfl·Ôl2yl·Řl· Ô2yˆŠf ăŠNØlÔl2¢ /2yădzfúŠ fl· LJł ƎλyłM ŘŠ ŠăúŠ Ŧ2NlYˆdzfl·NJ2 LJl·Nl· ăl·ōŠNl IjdzŠ Ř2ÔdzYˆŠyúl·Ôλsy^Šă l·ÔŠLJúl·ōfŠ¢

[l· ŘŠŦλyłÔλsyˆl·yúŠNl2Nl ŘŠ ζŘłăčŏl·LJl·ŏlŘl·Ř úż2úl·f è LJŠNlY l·yŠyúŠη LJdzŠŘŠ ăŠNł ŘłăŠNlŠyúŠ ŘŠ f2ă ŠăúłyŘl·NŠă ŘŠ Řłăčŏl·LJl·ŏlŘl·Ř dzúłŒÎ l·Ř2ă LJ2Nl 2úNl2ă 2NƎl·yłăYˆ2ă ŦŠŘŠNl·fŠă¢ 9ĚÔŠLJú2 LJl·Nl· ÔlŠNúl·ă LJŠNăă2yl·ă IjdzŠ Kl·yˆNŠÔλsyΣ ŘŠ ădzăl·Y2ă ŘŠf 5NlŠÔú [2l·yˆtNl2ƎNl·YΣ CC9[Σ ěk2 LJNŠăúl·Y2ă tŠNˆłλyă¢ ¦yl· **l·yúzfl·Ôλsy^ŘŠ fl· 2ōfłƎl·Ôλsy^ŘŠ ăŠNØlÔl2 ŘŠ dzy^ .ŠÔl· ¢9!/I** Ôl·yÔŠfl· ădz 2ōfłƎl·Ôλsy^LJNl· Ô2YˆLJfŠúl·Nl ŠfăŠNØlÔl2 ŘƧÔŠyúŠ IjdzŠ dzăúŠŘ Kl· l·Ô2NŘl·Ř2 ffŠØł·Nl l· Ôl·ō2 Ô2Y2 Ô2yŘλÔλsy^LJNl·Nl· NŠÔλŌNl fl· .ŠÔl· ¢9!/I¢

- 9f **LJŠNl2Ř2 ŘŠ ădzLJŠNØłăλsy^ŘŠăLJdzŞă ŘŠ fl· l·yúzfl·Ôλsy^**Ô2YλŠyŤl· Šy^fl· ŦŠÔK l· IjdzŠ fŠ 2ŦNŠÔŠY2ă dzyl· l·yúzfl·Ôλsy^ŘŠ ădzăLJNŠăúl·Y2ă 2 ŘŠ ădz 2ōfłƎl·Ôλsy^ŘŠ ăŠNØlÔl2 ŘŠ fl· .ŠÔl· ¢9!/I è ŘdzNl· úNŠă l·ʒ2ă¢ {λ y2 ÔdzYˆLJfŠ ÔλŠNúl·ă Ô2yŘλÔλ2ySă Šy^Ôdzl·fIjdzλŠNl Y2YˆŠyúż 2 l·f ŦλyłŤ ŘŠ ŠăúŠ LJŠNl2Ř2 ŘŠ ădzLJŠNØłăλsyΣ NŠăúl·ōfŠÔŠNlŠY2ă ădz 2ōfłƎl·Ôλsy^LJNl· IjdzŠ ŘŠØdzŠtØł· ădzăLJNŠăúl·Y2ă 2 Ô2YˆLJfŠúŠ ădz ăŠNØlÔl2 ŘŠ fl· .ŠÔl· ¢9!/I¢ /2yădzfúŠ fl· {ŠÔÔλsy^c LJl·Nl· 2ôúŠyŠNl Yˆł λyŤ2NlYˆl·Ôλsy¶

b2úl· LJl·Nl· ±ŠúŠNl·y2ăY 9f LJŠNl2Ř2 ŘŠ ădzLJŠNØłăλsy^ŘŠăLJdzŞă ŘŠ fl· l·yúzfl·Ôλsy^y2 ăŠ l·LJłÔl· ăλ dzăúŠŘ Šă dzyˆØŠúŠNl·y2 IjdzŠ 2ōúdzØ2 dzyl· l·yúzfl·Ôλsy^ōl·ăl·ŘI· Šyˆfl· ŘŠúŠNlYˆλyl·Ôλsy^c LJ2Nl LJl·NúŠ ŘŠf 5ŠLJl·NúÍ·YˆŠyúż ŘŠ ! ădzyúż㠠ŘŠ ±ŠúŠNl·y2ă ó±!úc ŘŠ IjdzŠ dzăúŠŘ Šă λyŏl·LJl·Î ŘŠ úNl·ōl·²l·Nl ŘŠōλŘ2 I· dzyl· Řłăčŏl·LJl·ŏlŘl·Ř NŠfl·Ôl2yl·Řl· Ô2yˆădz ăŠNØlÔl2¢

- 9f tNl2ƎNl·Yl· ŦŠŘŠNl·fŘŠ LJNŠăúl·Y2ă ŠŘdzŏl·úlØ2ă ² λłłλl·Y 5◊ **C2NŘ 5NlŠÔú [2l·yˆtNl2ƎNl·Y** λyŏtdzèŠ f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă {úl·ŦŦ2NŘkC2NŘ óÔ2yˆădzōăλŘλ2ú ŘŠf 5NlŠÔú [2l·yˆtNl2ƎNl·YΣ f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă {úl·ŦŦ2NŘkC2NŘ ăλyˆădzōăλŘλ2 ŘŠf 5NlŠÔú [2l·yˆtNl2ƎNl·YΣ f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă t[¦{ŘŠf 5NlŠÔú [2l·yˆtNl2ƎNl·Yˆè f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă ŘŠ /2yăzfłŘl·Ôλsy^ŘŠf 5NlŠÔú [2l·yˆtNl2ƎNl·Yˆ◊
- 9f tNl2ƎNl·Yl· ŦŠŘŠNl·fŘŠ LJNŠăúl·Y2ă ŠŘdzŏl·úlØ2ă **CŠŘŠNl·f Cl·YˆlfŠ 9Řdzŏl·úλ2yˆ [2l·yˆtNl2ƎNl·Yˆ óCC9[ú** λyŏtdzèŠ f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă {úl·ŦŦ2NŘ óúl·yúż Ô2yˆădzōăλŘλ2 Ô2Y2 ăλyˆădzōăλŘλ2úΣ f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă /2YˆLJfŠYˆŠyúl·NJ2ă LJl·Nl· 9ăúdzŘλl·yúŠă ó{{[úΣ f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă t[¦{è f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă ŘŠ /2yăzfłŘl·Ôλsy¶
- 9f **tNl2ƎNl·Yl· CŠŘŠNl·f ŘŠ tNŠăúl·Y2ă tŠNˆłλyă** λyŏtdzèŠ f2ă tNŠăúl·Y2ă CŠŘŠNl·fŠă tŠNˆłλyăΣ f2ă tNŠăúl·Y2ă bl·ŏl2yl·fŠă 5NlŠÔú2ă LJl·Nl· 9ăúdzŘλl·yúŠă ób5{[ú è f2ă tNŠăúl·Y2ă 9Řdzŏl·úlØ2ă LJl·Nl· fl· 5ŠTŠyăl· bl·ŏl2yl·f ó tNŠăúl·Y2ă ŘŠ 5ŠTŠyăl·ú¢
- 9f **tNl2ƎNl·Yl· ŘŠ .ŠÔl·ă ŘŠ 9ăúdzŘλl2ă {dzLJŠNl2NŠă LJl·Nl· Šf C2YˆŠyúż ŘŠ fl· 52ÔŠyŏλl· ó tNl2ƎNl·Yl· ŘŠ .ŠÔl·ă ¢9!/I** ú 2ŦNŠÔŠ ōŠŏl·ă LJl·Nl· ŠăúdzŘλl·yúŠă IjdzŠ l·ŏdzŠNlŘŠyˆ ŠyăŠʒl·Nl Ô2yˆŘŠŘλŏl·Ôλsy^l· úλŠYˆLJ2 Ô2YˆLJfŠúl2 ŘdzNl·yúŠ l·f YˆŠyźă Ôdzl·úNl2 l·ʒ2ă ŠyˆŠăŏdzŠfł·ă LJNλYˆl·Nλl·ă 2 ăŠŏdzyŘˆNλl·ă ŘŠ ōl·²2ă NŠÔdzNăă2ă Šyˆł·NŠl·ă ŘŠ l·fúl· yŠÔŠăłŘl·Ř Ô2Yˆ2 Ô2yŘλÔλsy^LJNl· NŠÔlōNl f2ă Ŧ2yŘ2ă ŘŠ fl· ōŠÔl·¢ {λ dzyˆōŠyŠŦλÔλ·Nλ2 ŘŠ dzyl· . ŠÔl· ¢9!/I yźÔ2YˆLJfŠúl· Šf ăŠNØlÔl2 Ř2ÔŠyúŠ NŠIjdzŠNλŘ2 ŘŠyúNl2 ŘŠ f2ă 20K2 l·ʒ2ă ăλƎdzλŠyúŠă l· fl· Ô2yÔdzăλsy^ŘŠf LJNl2ƎNl·Yl· ŘŠ ŠăúdzŘλ2ă LJ2Nl Šf Ôdzl·f NŠÔλ½s fl· .ŠÔl· ¢9!/I£ f2ă Ŧ2yŘ2ă ŘŠ fl· ōŠÔl· LJl·ăl·yˆl· Ô2yăúÚúdzNλ dzyˆtNŠăúl·Y2ă ăλyˆădzōăλŘλ2 ŘŠf 5NlŠÔú [2l·yˆtNl2ƎNl·Yˆ IjdzŠ Šf ōŠyŠŦłÔλl·Nλ2 ŘŠōŠ ŘŠØ2fØŠNl LJl2Nl Ô2YˆLJfŠúΣ Ô2yˆλyúŠNŠăŠăΣ l·f 5ŠLJl·NúÍ·YˆŠyúż ŘŠ 9Řdzŏl·úλ2yŘŠ f2ă 99¢ ¦¦¢
- [l· **ŠyúλŘl·Ř l·ŘYˆλyłăúNl·Ř2Nl·** ŘŠ ădzăl·LJNŠăúl·Y2ă ŘŠf tNƎ2Nl·Yl· CC9[IjdzŠŘŠ ăŠNł dzyl· ŠyúλŘl·Ř ÔNúŠŘλúÔλl·Σ dzyl· l·ƎŠyÔλl· ƎHNl·yúŠ ŘŠ LJNŠăúl·Y2ăΣ 2 Šf 5ŠLJl·NúÍ·YˆŠyúż¢ ŘŠ 9Řdzŏl·Ôλsy^ŘŠ f2ă 99¢ ¦¦¢ [l· ŠyúλŘl·Ř l·ŘYˆλyłăúNl·Ř2Nl· ŘŠ ădzăl·LJNŠăúl·Y2ă ŘŠf tNƎ2Nl·Yl· CŠŘŠNl·fŘŠ tNŠăúl·Y2ă tŠNˆłλyă LJdzŠŘŠ ăŠNł dzyl· ŠăÔdzŠfł· l· fl· IjdzŠ dzăúŠŘ l·ăłăúl· 2 Šf 5ŠLJl·NúÍ·YˆŠyúż ŘŠ 9Řdzŏl·Ôλsy^ŘŠ f2ă 99¢ ¦¦¢ [l· ŠyúλŘl·Ř l·ŘYˆλyłăúNl·Ř2Nl· ŘŠ ădzăl·LJNŠăúl·Y2ă ěk2 ŘŠ ădz ! ŐdzŠNlŘ2 ŘŠ LJNŠăúl·Ôλsy^ŘŠ ăŠNØlÔl2 Ř2ÔŠyúŠ ŘŠf tNƎ2Nl·Yl· ŘŠ . ŠÔl·ă ¢9!/I óăλ NŠÔλŌλs fl· .ŠÔl· ¢9!/I ú Šă Šf 5ŠLJl·NúÍ·YˆŠyúż ŘŠ 9Řdzŏl·Ôλsy^ŘŠ f2ă 99¢ ¦¦¢ [l· ŠyúλŘl·Ř l·ŘYˆλyłăúNl·Ř2Nl· ŘŠ ădzăl·LJNŠăúl·Y2ă LJdzŠŘŠ ŘłăLJ2ySNl ŘŠ dzyl· ŠyúλŘl·Ř IjdzŠ ăŠ Šyŏl·NƎdzŠ ŘŠ fl· ŦłÔúdzNl·Ôλsy^ě ŘŠ 2úNl2ă l·ădzyúż㠠NŠfl·Ôl2yl·Řl2ă Ô2yˆădz LJNŠăúl·Y2ă 9f úŠNˆłλyźZ ŠyúλŘl·Ř l·ŘYˆλyłăúNl·Ř2Nl·ηΣ úl·f Ô2Y2 ăŠ f2 dzăl· ŠyŠăúl· ă2fłÔλúdzŘΣ ăλƎyŦłÔl· 2 ōlŠy^Šf úŠyŠŘ2Nl ŘŠf LJl·ƎHNŠΣ 2 ōlŠy^fl· ŠyúλŘl·Ř IjdzŠ l·ŘYˆλyłăúNl· ădzăl LJNŠăúl·Y2ă¢
- 9f úŠNˆłλyźZ ζŠăúl·Ř2ηΣ l· f2ă ŦλyŠă fl· ÔŠNúλŦłÔl·Ôλsy^ŘŠf YŞŘλÔ2 Šy^fl· {ŠÔÔλsy^n ôŠf YŞŘλÔ2 ŘŠôŠ LJ2ăŠŠNl ŤÔŠyÔλl· LJl·Nl· LJNl·ÔúÍÔl·Nl fl· YˆŠŘλÔλyl· Šy^dzyˆŠăúl·Ř2ú λyŏtdzèŠ f2ă pл 9ăúl·Ř2ă ¦yłŘ2ăΣ Šf 5łăúNúú2 ŘŠ /2fłzYˆÔλl·Σ fl· {l·Y2l· 9ăúl·Ř2dzyłŘŠyăŠΣ tdzŠNúú2 wλÔ2Σ Ddzl·YΣ lătfl·ă ±JNƎŠyŠă ŘŠ f2ă 99¢ ¦¦¢Σ lătfl·ă a l·Nλl·yl·ă ŘŠf b2NúŠΣ wŠLJgôfłÔl· ŘŠ fl·ă lătfl·ă a l·NăKl·ffΣ 9ăúl·Ř2ă CŠŘŠNl·Ř2ă ŘŠ aλÔN2yŠăλl· ě wŠLJgôfłÔl· ŘŠ tl·fl·2ă¢
- ¦yˆ**lŠLJNlŠăŠyúl·yúŠ** Šă dzyˆYλŠYōN2 ŘŠ ădz Ŧl·YˆλŐλl·Σ dzyˆl·ō2Ǝl·ŘƧΣ dzyˆŠăúdzŘλ2 zdzNJŘλÔ2Σ dzyl· ă2Ôú§Řl·Ř ŘŠ l·ăŠă2NJl· fŠƎl·f dz 2úNl· LJŠNăă2yl· dz 2NƎl·yλÎ l·Ôλsy^l·dzú2NλÎ l·Řl· LJJl·NJl· l·ÔúdzlNJ Šyˆădz y2YōNŠ LJl·Nl· úż Ř2 f2 NŠfl·Ôλ2yl·Ř2 Ô2yˆădz ă2fłÔλúdzŘ ŘŠ l·yúzfl·Ôλsy^LJ2Nl ŘλÔl·LJl·ŏlŘl·Ř úż2úl·f è LJŠNlY l·yŠyúŠ¢

SECCIÓN 6: PROCEDIMIENTO DE ANULACIÓN / REQUISITOS / TÉRMINOS Y CONDICIONES PARA LA ANULACIÓN (continúa en la página siguiente)

TODOS LOS SOLICITANTES QUE SOLICITAN UNA ANULACIÓN:

M¢ 9yǾ2 ŘŠ fl· ă2fłÔλúdzŘ ŘŠ l·yúzfl·Ôλsy^ ¦yl· ØŠÎ IjdzŠ dzăúŠŘ Kl·ěl· ŠyǾNl·Ř2 ădz ă2fłÔλúdzŘ ŘŠ l·yúzfl·Ôλsy^è úż2Řl· fl· Ř2ÔdzYˆŠyúl·Ôλsy^NŠIjdzŠNλŘl·Σ fŠ ŠyǾNl·NŠYˆ2ă dzyˆl·Øλă2 ŠyˆŠf Ôdzl·f¢

- Kl·ōNł dzyˆl·Øλă2 ŘŠ NŠÔλō2 ŘŠ ădz ă2fłÔλúdzŘT
- ăŠ ŠĚLJfłÔl·Nł Šf LJNl2ÔŠŘλYˆλŠyúż ŘŠ NŠØłăλsy^ŘŠ fl·ă ă2fłÔλúdzŘŠă ŘŠ l·yúzfl·Ôλsy^ŘŠōλŘl·ă l· ŘλăÔl·LJl·ŏlŘl·Ř úż2úl·f è LJŠNlY l·yŠyúŠT è
- ăŠ fŠ λyŦ2NlYˆl·Nł IjdzŠ fl·ă ŠyúλŘl·ŘŠă l·ŘYˆλyłăúNl·Ř2Nl·ă ŘŠ ădzăl LJNŠăúl·Y2ă ădzăLJŠyŘŠNł yˆŠf Ô2ōNl2 ŘŠ ădzăl LJNŠăúl·Y2ă è fl· ŠyúλŘl·Ř ÔNŠŘλúÔλl· LJdzŠŘŠ Ôl·LJłúl·fλÎ l·Nl Ôdzl·fIjdzλŠNl λyŠNŠă λYˆLJ·Ǝ2 IjdzŠ ăŠ Kl·ěl· l·ÔdzYˆdzfl·Ř2 ŘdzNl·yúŠ Šf LJŠNl2Ř2 ŘŠ мнл Ř¦l·ă ŘŠăLJdzŠă ŘŠ l·ØλăłNλy2ă IjdzŠ úλŠyŠ fl· λyúŠyÔλsy^ŘŠ ŠyǾNl·Nl ŘλÔK l· ă2fłÔλúdzŘΣ ăŠ NŠl·yúzfl·Nł Šf Ô2ōNl2 ŘŠ ădzăl LJNŠăúl·Y2ă è fl· ŠyúλŘl·Ř ÔNŠŘλúÔλl· LJdzŠŘŠ Ôl·LJłúl·fλÎ l·Nl Ôdzl·fIjdzλŠNl λyŠNŠă λYˆLJ·Ǝ2 ăŠ l·ƎNŠƎl·Nl¸ˆl·făl·ŦŘŠ ŘŠ Ôl·LJłúl·fŘŠ ădzăl LJNŠăúl·Y2ă è Šy^Ô2yăŠÔdzŠyÔλl· ăŠ l·LJłÔl·Nł dzyˆλyłŠNŠă l·fˆY2yúż ŘŠ ădz ăl·fŘ2 ŘŠ Ôl·LJłúl·fl·dzYˆŠyúl·Ř2¢ {λ yˆŠYÔl·NƎ2Σ ăλ dzăúŠŘ úλŠyŠ dzyˆtNƎ2Nl·Yl· ŦŠŘŠNl·fŘŠ LJNŠăúl·Y2ă CC9[è fl· ŠyúλŘl·Ř l·ŘYˆλyłăúNl·Ř2Nl· Ša dzyˆ2NƎl·yłăY2 ƎHNl·yúŠ ŘŠ LJNŠăúl·Y2ăΣ 2 ăλ úλŠyŠ dzyˆtNŠăúl·Y2 CŠŘŠNl·fŘŠ tŠNˆłλyăΣ Šf λyúŠNŠă λYˆLJ·Ǝ2 y2 ăŠ Ôl·LJłúl·fλÎ l·Nl· l·fŦλyłŤ ŘŠf LJŠNl2Ř2 ŘŠ мнл Ř¦l·ă¢

SECCIÓN 6: PROCEDIMIENTO DE ANULACIÓN / REQUISITOS / TÉRMINOS Y CONDICIONES PARA LA ANULACIÓN (continuación)

PROCEDIMIENTO DE ANULACIÓN PARA LOS VETERANOS A QUIENES EL DEPARTAMENTO DE ASUNTOS DE VETERANOS (VA) HA CLASIFICADO COMO INCAPACES DE TRABAJAR DEBIDO A UNA DISCAPACIDAD RELACIONADA CON EL SERVICIO:

PROCEDIMIENTO DE ANULACIÓN PARA CUALQUIER OTRO SOLICITANTE

SECCIÓN 6: PROCEDIMIENTO DE ANULACIÓN / REQUISITOS / TÉRMINOS Y CONDICIONES PARA LA ANULACIÓN (continuación)

3. **Período de supervisión después de la anulación** Si se le otorga la anulación, supervisaremos su situación durante un período de 3 años posterior a la anulación que comienza en la fecha de concesión de la anulación. Restableceremos su obligación para que devuelva sus préstamos y/o complete su servicio de la Beca TEACH si, en cualquier momento o al final del período de supervisión después de la anulación, usted:

   - recibe ingresos anuales por un empleo que excedan el monto de parámetro de pobreza (ver **Nota** debajo) para una familia de dos integrantes en su estado, sin importar la cantidad real de integrantes de su familia;
   - recibe un nuevo préstamo del Direct Loan Program o Préstamo Perkins, o una Beca TEACH;
   - recibe un desembolso de un préstamo del Direct Loan Program, de un Préstamo Perkins o de una Beca TEACH que fue inicialmente desembolsado antes de la fecha de concesión de su anulación y usted no garantiza que el desembolso se haya devuelto a la entidad administradora de préstamos o (para una Beca TEACH) a nosotros dentro de los 120 días siguientes a la fecha del desembolso; o
   - recibe un aviso de la SSA indicando que usted no posee más una discapacidad o que su revisión continua de discapacidad no será más durante un período de entre 5 y 7 años, como se establecía en el aviso de concesión de la SSA de beneficios SSDI o SSI, o BPQY.

   Durante un período de supervisión después de la anulación de 3 años, usted (o su representante) debe:

   - avisarnos puntualmente sobre cualquier cambio de dirección o número de teléfono;
   - avisarnos puntualmente si sus ingresos anuales por un empleo exceden el monto de parámetro de pobreza (ver **Nota** debajo) para una familia de dos integrantes en su estado, sin importar la cantidad real de integrantes de su familia;
   - cuando se lo solicitemos, ofrecernos la documentación de sus ingresos anuales por un empleo, en un formulario que nosotros le entregaremos; y
   - avisarnos puntualmente si recibe un aviso de la SSA indicando que no posee más una discapacidad o que su revisión continua de discapacidad no será más durante un período de entre 5 y 7 años, como se establecía en el aviso de concesión de la SSA de beneficios SSDI o SSI, o BPQY (después de haber sido clasificado como discapacitado por la SSA, haber recibido beneficios SSDI o SSI y haber tenido un período de revisión de entre 5 y 7 años o más desde la fecha de su última determinación de discapacidad por parte de la SSA).

     Nota: El monto de parámetro de pobreza se actualiza anualmente y puede obtenerse en http://aspe.hhs.gov/poverty. Le avisaremos sobre el monto de parámetro de pobreza vigente para cada año del período de supervisión después de la anulación.

4. **Restablecimiento de su obligación a devolver los préstamos anulados o a completar la obligación de servicio de la Beca TEACH anulada.** Si no cumple con los requisitos descritos arriba en el Artículo 3 en cualquier momento o al final del período de supervisión después de la anulación, restableceremos su obligación de devolver sus préstamos y/o completar su servicio de la Beca TEACH. Si se restablecen sus préstamos, usted será responsable de devolver sus préstamos a nosotros de acuerdo con los términos de su(s) pagaré(s). Sus préstamos volverán a la situación en la que habrían estado si no hubiéramos recibido su solicitud de anulación por discapacidad total y permanente. Sin embargo, usted no pagará intereses de sus préstamos por el período comprendido entre la fecha de anulación y la fecha de restablecimiento de su obligación de devolver sus préstamos. Nosotros seremos la entidad administradora de sus préstamos. Si su obligación de servicio de la Beca TEACH se restablece, usted estará sujeto nuevamente a los requisitos del Acuerdo de prestación de servicio docente del Programa de Becas TEACH. Si no cumple con los términos de este acuerdo y los fondos de la Beca TEACH que usted recibió pasan a constituir un Préstamo sin subsidio del Direct Loan Program, debe devolver completamente ese préstamo, y se cargarán intereses desde la fecha o fechas en que se desembolsaron los fondos de la Beca TEACH.

   Si su obligación de devolver sus préstamos o de completar su servicio de la Beca TEACH se restablece, se lo avisaremos. Este aviso incluirá:

   - la razón o razones para el restablecimiento;
   - sobre los préstamos, una explicación de que el primer día de pago del préstamo siguiente al restablecimiento no será antes de los 60 días después de la fecha del aviso del restablecimiento; e
   - información sobre cómo puede ponerse en contacto con nosotros si tiene preguntas sobre el restablecimiento, o si cree que su obligación de devolver el préstamo o de completar el servicio de la Beca TEACH se restableció en base a datos incorrectos.

SECCIÓN 7: REQUISITOS PARA RECIBIR FUTUROS PRÉSTAMOS O BECAS TEACH

PARA VETERANOS QUE OBTIENEN UNA ANULACIÓN POR DISCAPACIDAD TOTAL Y PERMANENTE BASADA EN UNA DETERMINACIÓN DEL VA QUE LOS DECLARA INCAPACES DE TRABAJAR DEBIDO A UNA DISCAPACIDAD RELACIONADA CON EL TRABAJO.

Si usted es un veterano que ha obtenido una **anulación** basada en una determinación por la cual usted posee una discapacidad total y permanente como se describe en el párrafo **2)** de la definición de «discapacidad total y permanente» de la Sección 5 de esta solicitud, usted no reúne los requisitos para recibir futuros préstamos del Direct Loan Program, Préstamos Perkins ni Becas TEACH, salvo que:

- obtenga una certificación de un médico en la que conste que usted es capaz de comprometerse en una actividad remunerada; y
- firme una declaración acordando que el nuevo préstamo u obligación de servicio de la Beca TEACH no podrá anularse en el futuro a causa de una lesión o enfermedad existente en el momento en que se otorga el nuevo préstamo o la Beca TEACH, excepto que su enfermedad empeore tan sustancialmente que usted vuelva a estar total y permanentemente discapacitado.

PARA TODAS LAS PERSONAS QUE OBTIENEN UNA ANULACIÓN POR DISCAPACIDAD TOTAL Y PERMANENTE:

Si ha obtenido una **anulación** basada en una determinación de que usted está total y permanentemente discapacitado de acuerdo con el párrafo **1)** de la definición de «discapacidad total y permanente» de la Sección 5 de esta solicitud, usted no reúne los requisitos para recibir futuros préstamos del Direct Loan Program, Préstamos Perkins ni Becas TEACH, salvo que:

- obtenga una certificación de un médico en la que conste que usted es capaz de comprometerse en una actividad remunerada;
- firme una declaración acordando que el nuevo préstamo u obligación de servicio de la Beca TEACH no podrá anularse en el futuro a causa de una lesión o enfermedad existente en el momento en que se otorga el nuevo préstamo o la Beca TEACH, excepto que su enfermedad empeore tan sustancialmente que usted vuelva a estar total y permanentemente discapacitado.

Si solicita un préstamo del Directo Loan Program, Préstamo Perkins o una nueva Beca TEACH, dentro de los tres años siguientes a la anulación de un préstamo o Beca TEACH previos, deberá reanudar los pagos del préstamo anterior o acordar que está nuevamente sujeto a los términos del Acuerdo de prestación de servicio docente del Programa de Becas TEACH antes de recibir el nuevo préstamo.

SECCIÓN 8: AVISOS IMPORTANTES

Aviso de Ley de Confidencialidad de la Información La Ley de Confidencialidad de la Información de 1974 (5 U.S.C. 552a) exige que se le hagan los siguientes avisos:

las autoridades para la recopilación de la información solicitada de usted y sobre su persona son §421 *y ss.*, §451 *y ss.*, *§461 y ss*, *y §420L y ss.* de la Ley de Educación Superior de 1965, con sus enmiendas (HEA) (20 U.S.C. 1071 *y ss.*, 20 U.S.C. 1087a *y ss.*, 20 U.S.C. 1087a *y ss.*, y 20 U.S.C. 1070a *y ss.*) y las autoridades para recoger y utilizar su Número de Seguro Social (N.° SS) son §§428B(f) y 484(a)(4) de la HEA (20 U.S.C. 1078-2(f) y 1091(a)(4)) y §31001(i)(1) de la Ley para el Mejoramiento de la Recaudación de Deudas de 1996 (31 U.S.C. 7701(c)). La participación en el Programa federal de préstamos educativos Federal Family Education Loan Program (FFEL), el Programa federal de préstamos educativos William D. Ford Federal Direct Loan Program, el Programa Federal de Préstamos Perkins y/o el Programa de Beca de Estudios Superiores para el Fomento de la Docencia (Beca TEACH) y el darnos su N.º de Seguro Social es voluntario, pero debe brindar la información solicitada, incluyendo su N.º de Seguro Social, para participar.

El principal fin de la recopilación de la información de este formulario, incluido su número de Seguro Social, es verificar su identidad, determinar si cumple con los requisitos para recibir un préstamo de los Programas FFEL, Direct Loan Program o Perkins, o una Beca TEACH, para recibir un beneficio sobre un préstamo (como aplazamiento de pago, suspensión temporal de cobro, condonación de la deuda del préstamo o anulación de la deuda del préstamo) o una anulación de su obligación de servicio de la Beca TEACH para gestionar sus préstamos o becas TEACH y, si es necesario, localizarlo para cobrar e informarle sobre sus préstamos en caso de que incurran en mora o incumplimiento de pago. También utilizamos su número de Seguro Social como identificador de la cuenta y para permitirle acceder a la información de su cuenta en forma electrónica.

La información de su archivo puede revelarse, según el caso o en virtud de un programa de cotejo electrónico de datos, a terceros de acuerdo con lo autorizado para el uso normal en los avisos de sistemas de registro de datos apropiados.

Para un préstamo o Beca TEACH que no se ha constituido en un Préstamo sin subsidio del Direct Loan Program, los usos normales de la información que recopilamos sobre usted incluyen, pero no se limitan a, su divulgación a los organismos federales, estatales y locales, a instituciones de educación superior y a entidades administradoras de terceras partes para determinar si cumple los requisitos para recibir un préstamo o una Beca TEACH, para investigar posibles fraudes y para verificar el cumplimiento con los reglamentos del programa federal de ayuda para estudiantes.

En caso de litigio, podemos enviar los registros al Departamento de Justicia, un tribunal, una entidad jurídica, un abogado, una parte o un testigo si la revelación de información es relevante y necesaria para el litigio. Si dicha información, sola o junto con otra información, indica una potencial violación de la ley, podemos enviarla a la autoridad correspondiente para que se tomen medidas. Podemos enviar información a integrantes del Congreso si les pide que lo ayuden con cuestiones de ayuda federal para estudiantes. En circunstancias que impliquen demandas, reclamos o medidas disciplinarias laborales, podemos dar a conocer registros relevantes para juzgar o investigar los problemas. Si así lo establece una convención colectiva de trabajo, podemos revelar registros a una organización laboral reconocida en virtud de 5 U.S.C. Capítulo 71. Puede revelarse información a nuestros contratistas a los fines de realizar cualquier función programática que requiera la revelación de los registros. Antes de llevar a cabo cualquiera de dichas revelaciones, exigiremos al contratista cumplir con la Ley de Confidencialidad de la Información. También puede revelarse información a investigadores calificados en virtud de la Ley de Confidencialidad de la Información.

Para un préstamo, incluyendo Becas TEACH que se hayan constituido en Préstamo sin subsidio del Direct Loan Program, el uso normal de esta información también incluye, sin limitarse a, su revelación a agencias federales, estatales o locales, a terceros privados, tales como parientes, empleadores actuales o anteriores, socios comerciales y personales, acreedores, instituciones financieras y educativas y agencias garantes de préstamos para verificar su identidad, determinar si cumple con los requisitos para recibir un préstamo o un beneficio sobre un préstamo, permitir el otorgamiento, la gestión, la asignación, el cobro, el ajuste o la anulación de sus préstamos, hacer cumplir los términos de sus préstamos, investigar posibles fraudes y verificar el cumplimiento de las regulaciones del programa federal de ayuda económica para estudiantes, o para ubicarlo si los pagos de su préstamo entran en morosidad o incurre en su incumplimiento. Para proporcionar cálculos de índices de incumplimiento de pago, puede revelarse información a agencias garantes de préstamos, instituciones financieras y educativas o a agencias federales, estatales y locales. Para proporcionar información sobre el historial de ayuda económica, puede revelarse información a instituciones educativas. Para ayudar a los administradores del programa a hacer un seguimiento de los reembolsos y las cancelaciones, puede revelarse información a agencias garantes de préstamos, a instituciones financieras y educativas o a agencias federales o estatales. Para proporcionar un método estandarizado para que las instituciones educativas envíen la situación de matrícula de estudiantes de manera eficiente, puede revelarse información a agencias garantes de préstamos o a instituciones financieras y educativas. Para brindarle asesoramiento sobre el pago de sus préstamos, puede revelarse información a agencias garantes de préstamos, instituciones financieras y educativas o agencias federales, estatales o locales.

Aviso de Reducción de Trámites. Según la Ley de Reducción de Trámites de 1995, nadie tiene la obligación de responder a la recopilación de información a menos que muestre un número de control actualmente válido de la Oficina de Administración y Presupuesto. La carga de informe público para esta recopilación de información se calcula en un promedio de 0,5 horas (30 minutos) por respuesta, incluido el tiempo para la revisión de instrucciones, la búsqueda de los recursos de datos existentes, la reunión y el mantenimiento de datos que se necesitan y la finalización y revisión de la recopilación de información. Las personas están obligadas a responder a esta recopilación para obtener un beneficio de conformidad con 34 CFR 674.61(b) o (c), 34 CFR 682.402(c)(2) o (c)(9), 34 CFR 685.213(b) o (c), y 34 CFR 686.42(b). Envíe comentarios sobre el cálculo aproximado de la carga o cualquier otro aspecto de esta recopilación de información, incluidas sugerencias para la reducción de dicha carga, a: U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20210-4537, o envíe un correo electrónico a ICDocketMgr@ed.gov y haga referencia al número de control de la Oficina de Administración y Presupuesto 1845-0065. **IMPORTANTE: NO devuelva la solicitud completada a esta dirección**. **Si devuelve la solicitud completada a esta dirección, demorará la tramitación de su solicitud.**

Si tiene comentarios o inquietudes relacionados con la situación de *su envío individual de este formulario*, póngase en contacto con el Departamento de Educación de los EE. UU. llamando al 1-888-303-7818.

OMB No. 1845-0065
Form Approved
Exp. Date 6/30/2016

TPD-APP

DISCHARGE APPLICATION: TOTAL AND PERMANENT DISABILITY
IMPORTANT INFORMATION

- **William D. Ford Federal Direct Loan Program**
- **Federal Family Education Loan Program**
- **Federal Perkins Loan Program**
- **TEACH Grant Program**

READ THIS FIRST

- This is an application for a total and permanent disability discharge of your William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, and/or Federal Perkins Loan (Perkins Loan) Program loan(s), and/or your Teacher Education Assistance for College and Higher Education (TEACH) Grant Program service obligation.
- You only need to submit a single application to the U.S. Department of Education to apply for discharge of all of your Direct Loan, FFEL, and/or Perkins Loan program loans and your TEACH Grant service obligations. **Throughout this application, the words "we," "us," an "our" refer to the U.S. Department of Education.**
- To qualify for this discharge, you must meet **one** of the following requirements:
  1. You are a veteran who has been determined by the U.S. Department of Veterans Affairs (VA) to be **unemployable due to a service-connected disability**, and you provide documentation from the VA of that determination;

     OR

  2. You have received a Social Security Administration (SSA) notice of award for Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) stating that **your next scheduled disability review will be 5 to 7 years or more from the date of your last SSA disability determination**, and you provide a copy of that SSA notice of award.

     OR

  3. You provide a certification from a physician in Section 4 of this Discharge Application that you are unable to engage in any substantial gainful activity (see definition in Section 5) by reason of a medically determinable physical or mental impairment that:
     - Can be expected to result in death;
     - Has lasted for a continuous period of not less than 60 months; or
     - Can be expected to last for a continuous period of not less than 60 months.
- If you do not meet requirement #1 or requirement #2, you may qualify for discharge by obtaining a certification from a physician in Section 4 of this application, as described above for requirement #3. If you can provide the documentation to show that you meet requirement #1 or #2 above, you are **not** required to have a physician complete Section 4.
- If you are a veteran applying for discharge under requirement #1, you must provide documentation from the V showing that the VA has determined that you are unemployable due to a **service-connected** disability. You do not meet this requirement if your disability is not service-connected. The following two types of VA determinations meet this requirement: (1) a determination that you have a service-connected disability (or disabilities) that is 100% disabling; or (2) a determination that you are totally disabled based on an individual unemployability determination.
- If you are applying for discharge under requirement #2, the SSA notice of award that you provide must show that your next scheduled disability review will be **to 7 years or more from the date of your last SSA disability determination**. You do not meet this requirement if the notice of award states that your next scheduled disability review will be within less than 5 years. If the notice of award does not clearly state the date of your next scheduled review, contact the SSA office that issued the award and request a Benefits Planning Query (BPQY). The BPQY provides a summary of your SSA disability benefits, including the scheduled date for your next disability review. If your BPQY shows that your next scheduled review will be 5 to 7 years or more from the date of your last SSA disability determination, you may submit a copy of your BPQY to show that you meet requirement #2.
- If you are granted a discharge based on requirement #2 or requirement #3, we will monitor your status during a 3-year post-discharge monitoring period. Your discharged loans or TEACH Grant service obligation may be reinstated if you do not meet certain requirements during this period, as explained in Section 6 of this form.
- Except for VA or SSA determinations as described above (requirements #1 and #2), a disability determination by another federal or state agency does not qualify you for this discharge.
- Loan amounts discharged due to total and permanent disability may be considered taxable income by the Internal Revenue Service (IRS). Contact the IRS for more information.
- If you wish to designate an individual or organization to represent you in matters related to your total and permanent disability discharge request, you must complete the Total and Permanent Disability: Applicant Representative Designation form. You may obtain this form from our Total and Permanent Disability Discharge Servicer (see below for contact information).
- Before submitting your application, make sure that Section 3 and (if required) Section 4 include all requested information. Incomplete or inaccurate information may cause your application to be delayed or rejected.

WHERE TO SEND YOUR COMPLETED DISCHARGE APPLICATION

Send your completed application with any required documentation (see the instructions in Section 2 on page 2) to the following address:

U.S. Department of Education
TPD Servicing
PO Box 87130
Lincoln, NE 68501-7130

If you need help completing this form, contact our Total and Permanent Disability Discharge Servicer:

Phone: **1-888-303-7818**
E-Mail: **disabilityinformation@nelnet.net**
Web site: **www.disabilitydischarge.com**

OMB No. 1845-0065
Form Approved
Exp. Date 6/30/2016

DISCHARGE APPLICATION: TOTAL AND PERMANENT DISABILITY

William D. Ford Federal Direct Loan, Federal Family Education Loan, Federal Perkins Loan, and TEACH Grant Programs

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or o any accompanying documents will be subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: APPLICANT IDENTIFICATION

Please enter or correct the following information.

☐ **Check this box if any of your information has changed.**

SSN ___ ___ ___ - ___ ___ - ___ ___ ___ ___

DOB ___ ___ - ___ ___ - ___ ___ ___ ___

Name

Address

City, State, Zip Code

Telephone ( )

E-mail Address (Optional)

SECTION 2: INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS APPLICATION

- Carefully read the entire application, including page 1, the instructions in this section, and the additional information on the following pages.
- Type or print in dark ink. Sign and date the application in Section 3. If you are required to have physician complete Section 4, enter your name and Social Security Number at the top of page 2 (if not preprinted).
- Send the completed application with any required documentation to:

U.S. Department of Education, TPD Servicing, PO Box 87130, Lincoln, NE 68501-7130

1. Are you a veteran who has received a determination from the U.S. Department of Veterans Affairs (VA) that you are **unemployable due to a service-connected disability?**
   - ☐ Yes – Attach documentation of the VA determination and complete Section 3. **You are not required to have a physician complete Section 4.**
   - ☐ No – Continue to Item 2.
2. Have you received an SSA notice of award for SSDI or SSI benefits or an SSA Benefits Planning Query (BPQY) stating that **your next scheduled disability review will be 5 to 7 years or more from the date of your last SSA disability determination**?
   - ☐ Yes – Attach a copy of the SSA notice of award or BPQY and complete Section 3. **You are not required to have a physician complete Section 4.**
   - ☐ No – Complete Section 3 and **have a physician who is a doctor of medicine or osteopathy complete and sign Section 4**. **You must submit this application to us within 90 days of the date of your physician's signature in Section 4.**

SECTION 3: APPLICANT'S DISCHARGE REQUEST, AUTHORIZATION, UNDERSTANDINGS, AND CERTIFICATIONS

I request that the U.S. Department of Education discharge my Direct Loan, FFEL, and/or Perkins Loan, program loan(s), and/or my TEACH Grant service obligation.

I authorize any physician, hospital, or other institution having records about the disability that is the basis for my request for a discharge to make information from those records available to the U.S. Department of Education.

I understand that:

(1) If I am applying for discharge based on a physician's certification in Section 4, I must submit this application to the U.S. Department of Education within 90 days of the date of my physician's signature in Section 4.

(2) Unless I am a veteran who provides the documentation described above in Section 2, Item 1, I may be required to repay a discharged loan or satisfy a discharged TEACH Grant service obligation if I fail to meet certain requirements during a post-discharge monitoring period, as explained in Section 6.

(3) If I am a veteran who does not meet the requirement described above in Section 2, Item 1, and I have obtained a certification from a physician in Section 4, the certification by the physician on this form is only for the purposes of establishing my eligibility to receive a discharge of a Direct Loan Program loan, a FFEL Program Loan, a Perkins Loan Program loan, and/or a TEACH Grant service obligation, and is not for purposes of determining my eligibility for, or the extent of my eligibility for, VA benefits.

(4) If I wish to designate an individual or organization to represent me in matters related to my total and permanent disability discharge request, I must complete and submit the Total and Permanent Disability Discharge: Applicant Representative Designation form.

I certify that: **(1)** I have a total and permanent disability, as defined in Section 5; and **(2)** I have read and understand the information on the discharge process, the terms and conditions for discharge, and the eligibility requirements to receive future loans or TEACH Grants as explained in Sections 6 and 7.

Signature of Applicant or Applicant's Representative (see NOTE below) **Date** Printed Name of Representative (if applicable)

NOTE: You may designate an individual or organization to represent you in matters related to your total and permanent disability discharge request. If you wish to designate a representative, you must complete the Total and Permanent Disability: Applicant Representative Designation form. You may obtain this form from our Total and Permanent Disability Discharge Servicer. See the "Read This First" section of this form for contact information.

Applicant Name: _____ Applicant SSN: ___ - ___ - ____

SECTION 4: PHYSICIAN'S CERTIFICATION

Information and Instructions for Physician:

- The applicant identified above is applying for discharge of federal student loan and/or a teaching service obligation for a federal grant on the basis that he or she has a total and permanent disability, as defined in Section 5 of this form. To qualify for a discharge, the applicant must be unable to engage in any substantial gainful activity (as defined below and in Section 5) by reason of a medically determinable physical or mental impairment that **(1)** can be expected to result in death; or **(2)** has lasted for a continuous period of not less than 60 months; or **(3)** can be expected to last for a continuous period of not less than 60 months. This disability standard may be different from standards used under other programs in connection with occupational disability, or eligibility for social service or veterans benefits. A determination that the applicant is disabled by another federal agency (for example, the Social Security Administration) or a state agency does not automatically establish the applicant's eligibility for this loan discharge.
- Complete this form only if you are a doctor of medicine or osteopathy legally authorized to practice in a state, as defined in Section 5, and only if the applicant's condition meets the definition of total and permanent disability in Section 5.
- **Print legibly in dark ink or type. All fields must be completed. If a field is not applicable, enter "N/A." Your signature date must include month, day, and year (mm-dd-yyyy).**
- Provide all requested information for Items 1, 2, and 3 below, and attach additional pages if necessary. Complete the physician's certification at the bottom of this page. The applicant's loan discharge application cannot be processed if the information requested in this section is missing or if your signature is missing.
- If you make any changes to the information you provide in this section, you must initial each change.
- **Please return the completed form to the applicant or the applicant's representative.** The U.S. Department of Education may contact you for additional information or documentation.

1. Medically Determinable Physical or Mental Impairment. Does the applicant have a medically determinable physical or mental impairment that **(a)** prevents the applicant from engaging in any substantial gainful activity, in any field of work, and **(b)** can be expected to result in death, *or* has lasted for a continuous period of not less than 60 months, *or* can be expected to last for a continuous period of not less than 60 months?

☐ Yes ☐ No

Substantial gainful activity means a level of work performed for pay or profit that involves doing significant physical or mental activities, or a combination of both. *If the applicant is able to engage in any substantial gainful activity, in any field of work, you must answer "No." The determination of whether or not the applicant can perform substantial gainful activity is not based on whether the applicant can perform his or her current or past job or profession.*

IF THE ANSWER TO QUESTION 1 IS NO, DO NOT COMPLETE THIS APPLICATION.

2. Disabling Condition. Complete Items **(a)** and **(b)** regarding the applicant's disabling impairment. **Do not use abbreviations or insurance codes.**

(a) Provide your diagnosis of the applicant's impairment: _____

(b) Describe the severity of the disabling physical or mental impairment, including, if applicable, the phase of the disabling condition:

3. Limitations. Explain how the disabling condition prevents the applicant from engaging in substantial gainful activity in any field of work by responding to Items **(a)** through **(e)** below, as relevant to the applicant's condition. Attach additional pages if more space is needed.

In addition to what is required below, you may include any additional information that you believe would be helpful in understanding the applicant's condition, such as medications used to treat the condition, surgical and non-surgical treatments for the condition, etc.

(a) Limitations on sitting, standing, walking, or lifting: _____

(b) Limitations on activities of daily living: _____

(c) Residual functionality: _____

(d) Social/behavioral limitations, if any: _____

(e) Current Global Assessment Function Score (for psychiatric conditions): _____

Physician's Certification

- **I certify** that, in my best professional judgment, the applicant identified above is unable to engage in any substantial gainful activity in *any* field of work by reason of a medically determinable physical or mental impairment that **(1)** can be expected to result in death; or **(2)** has lasted for a continuous period of not less than 60 months; or **(3)** can be expected to last for a continuous period of not less than 60 months.
- **I understand** that an applicant who is currently able to engage in any substantial gainful activity in *any* field of work does not have a total and permanent disability as defined on this form.

I am a doctor of (check one) ☐ medicine ☐ osteopathy/osteopathic medicine.

I am legally authorized to practice in the state identified below and I have provided my professional license number below.

State Where Legally Authorized to Practice | Professional License Number(stamp is acceptable; subject to verification through state records)

Physician's Signature (a signature stamp is not acceptable) | **Date (mm-dd-yyyy)** | Printed Name of Physician (first name, middle initial, last name)

Address (stamp is acceptable) | City, State, Zip Code

( ) Telephone | ( ) Fax | E-mail Address (Optional)

SECTION 5: DEFINITIONS

- If you have a **total and permanent disability**, this means that:

  (1) You are unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death, or that has lasted for a continuous period of not less than 60 months, or that can be expected to last for a continuous period of not less than 60 months; **OR**

  (2) You are veteran who has been determined by the VA to be **unemployable due to a service-connected disability**.

  IMPORTANT INFORMATION ABOUT THE DEFINITION OF "TOTAL AND PERMANENT DISABILITY":

  To demonstrate that you have a total and permanent disability in accordance with paragraph **(1)** of this definition, you must either **(a)** provide a copy of an SSA notice of award for SSDI or SSI benefits or an SSA Benefits Planning Query (BPQY) stating that your next scheduled disability review will be 5 to 7 years from the date of your last SSA disability determination, or **(b)** have a physician who is a doctor of medicine or osteopathy complete Section 4 of this application.

  To demonstrate that you have a total and permanent disability in accordance with paragraph **(2)** of this definition, you must provide documentation of a determination from the VA that you are unemployable due to a service-connected disability See page of this form for more information on acceptable documentation.

  The above definition of "total and permanent disability" may differ from disability standards used by other federal agencies Except for certain individuals who have received SSA notices of award for SSDI or SSI benefits, as explained above, or for certain veterans, a disability determination by another federal or state agency does not establish your eligibility for a discharge of your loan(s) and/or TEACH Grant service obligation due to a total and permanent disability.

- **Substantial gainful activity** means a level of work performed for pay or profit that involves doing significant physical or mental activities, or a combination of both.
- A **discharge of loan** due to a total and permanent disability cancels your obligation (and, if applicable, an endorser's obligation) to repay the remaining balance on your Direct Loan, FFEL, and/or Perkins Loan program loans. **discharge of a TEACH Grant service obligation** cancels your obligation to complete the teaching service that you agreed to perform as a condition for receiving a TEACH Grant.
- The **post-discharge monitoring period** begins on the date we grant a discharge of your loan(s) or TEACH Grant service obligation and lasts for three years. If you fail to meet certain conditions at any time during or at the end of the post-discharge monitoring period, we will reinstate your obligation to repay your loan(s) or complete your TEACH Grant service. See Section 6 for more information.
  Note to Veterans: The post-discharge monitoring period does not apply if you are a veteran who receives a discharge based on a determination from the VA that you are unemployable due to a service-connected disability.
- The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans).
- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.
- The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans).
- The **Teacher Education Assistance for College and Higher Education (TEACH) Grant Program** provides grants to students who agree to teach full time for at least four years in high-need fields in low-income elementary or secondary schools as a condition for receiving the grant funds. If a TEACH Grant recipient does not complete the required teaching service within eight years after completing the program of study for which the TEACH Grant was received, the TEACH Grant funds are converted to a Direct Unsubsidized Loan that the grant recipient must repay in full, with interest, to the U.S. Department of Education.
- The **holder** of your FFEL Program loan(s) may be a lender, a guaranty agency, or the U.S. Department of Education. The holder of your Perkins Loan Program loan(s) may be a school you attended or the U.S. Department of Education. The holder of your Direct Loan Program loan(s) and/or your TEACH Grant Agreement to Serve (if you received a TEACH Grant) is the U.S. Department of Education. Your loan holder may use a servicer to handle billing and other matters related to your loan. The term "holder" as used on this application means either your loan holder or, if applicable, your loan servicer.
- The term **"state"** for purposes of the physician's certification in Section 4 (the physician must be licensed to practice in a state) includes the 50 United States, the District of Columbia, American Samoa, the Commonwealth of Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.
- A **representative** is a member of your family, your attorney, a law firm or legal aid society, or another individual or organization authorized to act on your behalf in connection with your total and permanent disability discharge application.

SECTION 6: DISCHARGE PROCESS / ELIGIBILITY REQUIREMENTS / TERMS AND CONDITIONS FOR DISCHARGE (continues on next page)

APPLYING FOR DISCHARGE (ALL APPLICANTS):

1. **Submission of discharge application.** After you submit your completed discharge application and any required documentation to us, we will send you a notice that will:
   - Acknowledge receipt of your application;
   - Explain the process for our review of total and permanent disability discharge applications; and
   - Inform you that your loan holders will suspend collection activity or continue the previous suspension of collection activity on your loans while we review your application for discharge (you are not required to make any payments on your loans during this period).
2. **Consequences of failure to submit discharge application.** If you do not submit an application for total and permanent disability discharge to us within 120 days of notifying us that you intend to submit an application, collection activity will resume on your loans, and your loan holder may capitalize any unpaid interest that accrued during the 120-day period. This means that the unpaid interest will be added to the principal balance of your loans, and interest will then be charged on the increased loan principal amount. However, if you have a FFEL Program loan and the loan holder is a guaranty agency, or if you have a Federal Perkins Loan, unpaid interest will not be capitalized at the end of the 120-day period.

***DISCHARGE PROCESS FOR VETERANS WHO HAVE BEEN DETERMINED BY THE VA TO BE UNEMPLOYABLE DUE TO A SERVICE-CONNECTED DISABILITY*:**

1. **Our review of your discharge application.** We will review the documentation from the VA to determine if you are totally and permanently disabled as described in paragraph **(2)** of the definition of "total and permanent disability" in Section 5 of this application.
2. **Determination of eligibility or ineligibility for discharge.** If we determine that you are totally and permanently disabled, you will be notified that your loans and/or TEACH Grant service obligation has been discharged. The discharge will be reported to nationwide consumer reporting agencies, and any loan payments received on your loan on or after the effective date of the determination by the VA that you are unemployable due to a service-connected disability will be refunded to the person who made the payments.

   If we determine that you are **not** totally and permanently disabled, you will be notified of that determination. The notification will include:

   - The reason or reasons for the denial of your discharge application;
   - An explanation that your loans are due and payable to the loan holder under the terms of the promissory note that you signed and that your loans will return to the status they were in at the time you applied for a total and permanent disability discharge;
   - An explanation that your loan holder will notify you of the date you must resume making payments on your loans; and
   - An explanation that if you applied for a discharge of a TEACH Grant service obligation, you must comply with all terms and conditions of your TEACH Grant Agreement to Serve.

   The notification will also explain your ability to request reconsideration of this determination or to submit a new discharge application:

   - You may request that we re-evaluate your discharge application if, within 12 months of the date of the notification from us that you are ineligible for discharge, you provide us with additional documentation from the VA that supports your eligibility for discharge (you do not have to submit a new application); or
   - If the documentation from the VA does not indicate that you are unemployable due to a service-connected disability, you may reapply for discharge under the "Discharge Process For All Other Applicants," as described below (you must submit a new application with the required documentation from the SSA or a physician's certification in Section 4).

DISCHARGE PROCESS FOR ALL OTHER APPLICANTS:

1. **Our review of your discharge application.** If you submit a discharge application supported by an award of benefits notice from the SSA or an SSA Benefits Planning Query (BPQY), we will review the SSA notice of award (or BPQY) to determine if it meets the requirements described in Section 2, Item 2 of this form. If you submit a discharge application supported by a physician's certification in Section 4 of this application, we will review the physician's certification and any accompanying documentation to determine if you are totally and permanently disabled as described in paragraph **(1)** of the definition of "total and permanent disability" in Section 5 of this application. We may also contact your physician for additional information, or may arrange for an additional review of your condition by an independent physician at our expense. Based on the results of this review, we will determine your eligibility for discharge.

   If we determine during our review of your application that you received a Direct Loan or Perkins Loan program loan, or a TEACH Grant before the date we received the SSA notice of award (or BPQY) or before the date the physician certified your application in Section 4, and a disbursement of that loan or grant is made after that date, but before we have granted a discharge, we will suspend processing of your discharge request until you ensure that the full amount of the disbursement is returned to the loan holder or (for a TEACH Grant) to us.

   If you apply for a total and permanent disability discharge and we determine as part of its review that a new Direct Loan or Perkins Loan program loan or a new TEACH Grant was made to you on or after the date we received the SSA notice of award (or BPQY) or the date the physician certified your application in Section 4, and before the date we grant a discharge, we will deny your discharge request. Collection will resume on your loans and you will again be responsible for complying with the terms and conditions of your TEACH Grant Agreement to Serve.
2. **Determination of eligibility or ineligibility for discharge.** If we determine that you are totally and permanently disabled, we will notify you that a discharge has been approved, and that you will be subject to a post-discharge monitoring period for three years beginning on the discharge date. The notification of discharge will explain the terms and conditions under which we will reinstate your obligation to repay your loan or to complete your TEACH service, as described in Item 3, below. The discharge will be reported to nationwide consumer reporting agencies, and any loan payments that were received after the date we received the SSA notice of award for SSDI or SSI benefits (or BPQY) or after the date the physician certified your discharge application will be returned to the person who made the payments.

   If we determine that you are **not** totally and permanently disabled, we will notify you of that determination. The notification will include:

   - The reason or reasons for the denial of your discharge application;
   - An explanation that your loans are due and payable to the loan holder under the terms of the promissory note that you signed and that your loans will return to the status that would have existed if your total and permanent disability discharge application had not been received;
   - An explanation that your loan holder will notify you of the date you must resume making payments on your loans;
   - An explanation that if you applied for a discharge of a TEACH Grant service obligation, you must comply with all terms and conditions of your TEACH Grant Agreement to Serve;
   - An explanation that you are not required to submit a new total and permanent disability discharge application if, within 12 months of the date of our notification to you that you are ineligible for discharge, you provide additional information regarding your disabling condition that supports your eligibility for discharge, and you request that we re-evaluate your discharge application; and
   - An explanation that if you do not request re-evaluation of your prior discharge application within 12 months of the date of our notification of ineligibility for discharge, and you still wish to have us re-evaluate your eligibility for total and permanent disability discharge, you must submit a new total and permanent disability discharge application to us.
   - If you request a re-evaluation of your total and permanent disability discharge application or submit a new total and permanent disability discharge application, as described above, your request must include new information regarding your disabling condition that was not provided to us in connection with your prior application for discharge.

3. **Post-discharge monitoring period.** If you are granted a discharge, we will monitor your status during the 3-year post-discharge monitoring period that begins on the date the discharge is granted. We will reinstate the requirement for you to repay your loans and/or complete your TEACH Grant service if, at any time during or at the end of the post-discharge monitoring period, you:

   - Receive annual earnings from employment that exceed the poverty guideline amount (see **Note** below) for a family of two in your state, regardless of your actual family size;
   - Receive a new loan under the Direct Loan Program or the Perkins Loan Program, or a new TEACH Grant;
   - Receive a disbursement of a Direct Loan Program or Perkins Loan Program loan or a TEACH Grant that was initially disbursed prior to your discharge date and you fail to ensure that the disbursement is returned to the loan holder or (for a TEACH Grant) to us within 120 days of the disbursement date; or
   - Receive a notice from the SSA indicating that you are no longer disabled or that your continuing disability review will no longer be the 5- to 7-year period indicated in the SSA notice of award for SSDI or SSI benefits or BPQY.

   During the 3-year post-discharge monitoring period, you (or your representative) must:

   - Promptly notify us of any changes in your address or telephone number;
   - Promptly notify us if your annual earnings from employment exceed the poverty guideline amount for a family of two in your state (see **Note** below), regardless of your actual family size;
   - Upon request, provide us with documentation of your annual earnings from employment, on a form that we will provide; and
   - Promptly notify us if you receive a notice from the SSA indicating that you are no longer disabled or that your continuing disability review will no longer be the 5- to 7-year period indicated in the SSA notice of award for SSDI or SSI benefits or BPQY (after you had been previously determined to be disabled by the SSA, were receiving SSDI or SSI benefits, and had a continuing disability review period of 5 to years or more from the date of your last SS disability determination).

     Note: The poverty guideline amounts are updated annually and may be obtained at http://aspe.hhs.gov/poverty. We will notify you of the current poverty guideline amounts during each year of the post-discharge monitoring period.

4. **Reinstatement of obligation to repay discharged loans or complete discharged TEACH Grant service obligation.** If you do not meet the requirements described above in Item 3 at any time during or at the end of the post-discharge monitoring period, we will reinstate your obligation to repay your loans and/or to complete your TEACH Grant service. If your loans are reinstated, you will be responsible for repaying your loans to us in accordance with the terms of your promissory note(s). Your loans will be returned to the status that would have existed if we had not received your total and permanent disability discharge application. However, you will not be required to pay interest on your loans for the period from the date of the discharge until the date your repayment obligation was reinstated. We will be your loan holder. If your TEACH Grant service obligation is reinstated, you will again be subject to the requirements of your TEACH Grant Agreement to Serve. If you do not meet the terms of that agreement and the TEACH Grant funds you received are converted to a Direct Unsubsidized Loan, you must repay that loan in full, and interest will be charged from the date(s) that the TEACH Grant funds were disbursed.

   If your obligation to repay your loans or to complete your TEACH Grant service is reinstated, we will notify you of the reinstatement. This notification will include:

   - The reason or reasons for the reinstatement;
   - For loans, an explanation that the first payment due date on the loan following the reinstatement will be no earlier than 60 days following the date of the notification of reinstatement; and
   - Information on how you may contact us if you have questions about the reinstatement, or if you believe that your obligation to repay a loan or complete TEACH Grant service was reinstated based on incorrect information.

SECTION 7: ELIGIBILITY REQUIREMENTS TO RECEIVE FUTURE LOANS OR TEACH GRANTS

FOR VETERANS WHO RECEIVE A TOTAL AND PERMANENT DISABILITY DISCHARGE BASED ON A DETERMINATION BY THE VA THAT THEY ARE UNEMPLOYABLE DUE TO A SERVICE-CONNECTED DISABILITY:

If you are a veteran who is granted a **discharge** based on a determination that you are totally and permanently disabled as described in paragraph **(2)** of the definition of "total and permanent disability" in Section 5 of this application, you are not eligible to receive future loans under the Direct Loan Program or the Perkins Loan Program, or future TEACH Grants, unless:

- You obtain a certification from a physician that you are able to engage in substantial gainful activity; and
- You sign a statement acknowledging that the new loan or TEACH Grant service obligation cannot be discharged in the future on the basis of any injury or illness present at the time the new loan or TEACH Grant is made, unless your condition substantially deteriorates so that you are again totally and permanently disabled.

FOR ALL OTHER INDIVIDUALS WHO RECEIVE A TOTAL AND PERMANENT DISABILITY DISCHARGE:

If you are granted a **discharge** based o a determination that you are totally and permanently disabled in accordance with paragraph **(1)** of the definition of "total and permanent disability" in Section 5 of this application, you are not eligible to receive future loans under the Direct Loan Program or the Perkins Loan Program, or future TEACH Grants, unless:

- You obtain a certification from a physician that you are able to engage in substantial gainful activity;
- You sign a statement acknowledging that the new loan or TEACH Grant service obligation cannot be discharged in the future on the basis of any injury or illness present at the time the new loan or TEACH Grant is made, unless your condition substantially deteriorates so that you are again totally and permanently disabled; and

If you request a Direct Loan Program or Perkins Loan Program loan, or a new TEACH Grant, within three years of the date that a previous loan or TEACH Grant was discharged, you resume payment on the previously discharged loan or acknowledge that you are once again subject to the terms of the TEACH Grant Agreement to Serve before receiving the new loan.

SECTION 8: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.*,§461 *et seq.*, and §420L *et seq.* of the Higher Education Act of 1965, as amended (the HEA) (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087a *et seq.*, 20 U.S.C. 1087aa *et seq.*, and 20 U.S.C. 1070g *et seq.*) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and §31001(i)(1) of the Debt Collection Improvement Act of 1996 (31 U.S.C. 7701(c)). Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan (Perkins Loan) Program, and/or the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a FFEL, Direct Loan, and/or Perkins Loan program loan or a TEACH Grant, to receive a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) or a discharge of a TEACH Grant service obligation, to permit the servicing of your loan(s) or TEACH Grant(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices.

For a loan or for a TEACH Grant that has not been converted to a Direct Unsubsidized Loan, the routine uses of the information that we collect about you include, but are not limited to, its disclosure to federal, state, or local agencies, to institutions of higher education, and to third party servicers to determine your eligibility to receive a loan or a TEACH Grant, to investigate possible fraud, and to verify compliance with federal student financial aid program regulations.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

For a loan, including a TEACH Grant that has been converted to a Direct Unsubsidized Loan, the routine uses of this information also include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to creditors, to financial and educational institutions, and to guaranty agencies to verify your identity, to determine your program eligibility and benefits, to permit making, servicing, assigning, collecting, adjusting, or discharging your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, or to verify whether your debt qualifies for discharge or cancellation. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state or local agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 0.5 hours (30 minutes) per response, including the time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and reviewing the information collection. Individuals are obligated to respond to this collection to obtain a benefit in accordance with 34 CFR 674.61(b) or (c), 34 CFR 682.402(c)(2) or (c)(9), 34 CFR 685.213(b) or (c), and 34 CFR 686.42(b). Send comments regarding the burden estimate(s) or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20210-4537, or e-mail ICDocketMgr@ed.gov and reference OMB Control Number 1845-0065. **IMPORTANT: Do NOT return the completed Discharge Application to this address**. **If you return the completed form to this address, it will delay the processing of your application.**

If you have comments or concerns regarding the status of *your individual submission* of this form, contact the U.S. Department of Education at 1-888-303-7818.

DESIGNACION DE REPRESENTANTE

OMB No. 1845-0065
Form Approved
Exp. Date 6/30/2016

Total and Permanent Disability Discharge: Applicant Representative Designation

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program/ Federal Perkins Loan (Perkins) Program / Teacher Education Assistance for College and Higher Education (TEACH) Grant Program

Use this form to **(1)** designate an individual or organization to represent you in all matters related to your total and permanent disability discharge request, **(2)** change the individual or organization that represents you in all matters related to your discharge request, or **(3)** revoke a designation of an individual or organization to represent you in all matters related to your discharge request.

TPD REP

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or o any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: APPLICANT IDENTIFICATION

Please enter or correct the following information.

☐ **Check this box if any of your information has changed.**

SSN ___ ___ ___ - ___ ___ - ___ ___ ___ ___

DOB ___ ___ - ___ ___ - ___ ___ ___ ___

Name _____

Address _____

City, State, Zip Code _____

Telephone ( ) _____

E-mail Address (Optional) _____

SECTION 2: DESIGNATION, CHANGE, OR REVOCATION OF APPLICANT REPRESENTATIVE

This form is required to designate an individual or organization to represent you in matters related to your total and permanent disability discharge request, even if that individual or organization already has authority to act on your behalf through, for example, a power of attorney. Before completing this form, carefully read the entire form, particularly Sections 3. Type or print using dark ink. If you need help completing this form, contact the U.S. Department of Education at 888-303-7818. **Return the completed form and any required documentation to U.S. Department of Education, TPD Servicing, P.O. Box 87130, Lincoln, NE 68501-7130.**

1. Please select the reason that you are completing this request by checking box a, b, or c, below.
   a. ☐ I am **designating** an individual or organization to represent me in all matters relating to my total and permanent disability discharge request—Continue to Item 2.
   b. ☐ I am **changing** the individual or organization that represents me in all matters relating to my total and permanent disability discharge request—Continue to Item 2.
   c. ☐ I am **revoking** my previous designation of an individual or organization that represents me in all matters related to my total and permanent disability discharge request. I no longer wish to have a representative.—Skip to Section 3.
2. Please provide contact information for the representative that you are designating. If you are designating an organization as your representative, you do not need to provide a name of an individual at the organization that will be your representative.

Individual Name (if applicable) _____

Organization Name (if applicable) _____ Organization Taxpayer ID No. _____

Address _____

_____

City _____ State _____ Zip _____

Telephone – Primary ( ) _____

Telephone – Alternate ( ) _____

E-mail Address (Optional) _____

SECTION 3: APPPLICANT REQUEST, UNDERSTANDINGS, AUTHORIZATIONS, AND CERTIFICATION

- **I request** to designate, change, or revoke an individual or organization to represent me in all matters relating to my total and permanent disability discharge request. If I have not already submitted an application for a total and permanent disability discharge, I intend to do so.
- **I understand** that:
  (1) The individual or organization that I designate in Section 2 will have the ability to receive information about my total and permanent disability discharge request for my federal student loans or TEACH Grants that is otherwise protected by the Privacy Act of 1974 and will have the ability to act on my behalf as it relates to my total and permanent disability discharge request, including the authority to apply for the discharge, provide notifications or information to the U.S. Department of Education (the Department), and receive notifications and correspondence from the Department;
  (2) To verify my representative's identity when making a request for disclosure or providing information by telephone, the representative may be required to provide my name, Social Security Number and date of birth;
  (3) When requesting disclosure of information, the representative named in Section 2 must submit information to verify his or her identity or the organization for which he or she works;
  (4) If I am requesting to change or revoke the individual or organization that represents me, the individual or organization that I previously designated will no longer be my representative as of the date that the Department receives my request;
  (5) If I am requesting to revoke the individual or organization that represents me, I may do so in any oral or written communication to the Department;
  (6) My representative may also revoke my designation in any oral or written communication to the Department; and
  (7) My designation, change, or revocation will be effective on the date that the Department receives and (if written) processes my communication.
- **I authorize** the Department and its agents to release to, and discuss with, the individual or organization named in Section 2, any records held by the Department regarding my federal student loan or grant service obligation(s) and to send correspondence related to my discharge request to that individual or organization. I also authorize the individual or organization named in Section 2 to assist me in satisfying the obligation through a total and permanent disability discharge.
- **I certify** that all of the information I have provided on this form and in any accompanying documentation is true, complete, and correct to the best of my knowledge and belief.

Applicant's Signature _____ **Date** _____

SECTION 4: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.*,§461 *et seq.*, and §420L *et seq.* of the Higher Education Act of 1965, as amended (the HEA) (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087a *et seq.*, 20 U.S.C. 1087aa *et seq.*, and 20 U.S.C. 1070g *et seq.*) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and §31001(i)(1) of the Debt Collection Improvement Act of 1996 (31 U.S.C. 7701(c)). Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan (Perkins Loan) Program, and/or the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a FFEL, Direct Loan, and/or Perkins Loan program loan or TEACH Grant, to receive a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) or a discharge of a TEACH Grant service obligation, to permit the servicing of your loan(s) or TEACH Grant(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices.

For a loan or for a TEACH Grant that has not been converted to a Direct Unsubsidized Loan, the routine uses of the information that we collect about you include, but are not limited to, its disclosure to federal, state, or local agencies, to institutions of higher education, and to third party servicers to determine your eligibility to receive a loan or TEACH Grant, to investigate possible fraud, and to verify compliance with federal student financial aid program regulations.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress i you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

For a loan, including a TEACH Grant that has been converted to a Direct Unsubsidized Loan, the routine uses of this information also include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to creditors, to financial and educational institutions, and to guaranty agencies to verify your identity, to determine your program eligibility and benefits, to permit making, servicing, assigning, collecting, adjusting, or discharging your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, or to verify whether your debt qualifies for discharge or cancellation. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state or local agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 0.5 hours (30 minutes) per response, including the time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and reviewing the information collection. Individuals are obligated to respond to this collection to obtain a benefit in accordance with 34 CFR 674.61(b) or (c), 34 CFR 682.402(c)(2) or (c)(9), 34 CFR 685.213(b) or (c), and 34 CFR 686.42(b). Send comments regarding the burden estimate(s) or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 40 Maryland Avenue, SW, Washington, DC 20210-4537, or e-mail ICDocketMgr@ed.gov and reference OMB Control Number 1845-0065. **IMPORTANT: Do NOT return the completed Applicant Representative Designation to this address**. **If you return the completed form to this address, it will delay the processing of your request.**

If you have comments or concerns regarding the status of *your individual submission* of this form, contact the U.S. Department of Education at 1-888-303-7818.

HOJA INFORMATIVA OPCIONAL PARA EL MÉDICO

(Ingles y Espanol)

Estimado Doctor:

El propósito de la presente es proporcionarle a usted la información sobre el proceso de descargo por incapacidad del Departamento de Educación.

Por favor, consulte el formulario de solicitud adjunto.

Unos consejos:

Por favor revise y complete la sección 4 de esta solicitud. En esta sección usted debe certificar que a su juicio profesional, el prestatario está totalmente y permanentemente incapacitado. Cada una de las secciones en blanco deben completarse; la solicitud será rechazada si queda alguna en blanco.

1. El estándar de incapacidad que utiliza el Departamento de Educación es distinto al de otros programas del gobierno, como Social Security. Según el estándar de Departamento de Educación, el prestatario califica para este descargo si no puede trabajar y ganar dinero a raíz de una enfermedad o lesión que se espera resulte en su muerte, o se espera que dure un period continuo no menor de 60 meses o que ha durado un período continuo no menor de 60 meses. Esta nueva definición entró ya en vigor y es el estándar que debe utilizar al hacer su determinación.
2. No es necesario que proporcione información sobre cuándo resultó incapacitado el prestatario. El estándar para calificar indica únicamente que el prestatario debe estar totalmente y permanentemente incapacitado a partir de la fecha en que usted firme este formulario.
3. Por favor proporcione información adicional además del diagnóstico. También debe identificar la condición médica, como lo requiere el formulario, y explicar clara y totalmente cómo dicha condición impide que el prestatario trabaje y gane dinero.
4. Usted puede proporcionar información adicional con la solicitud.
5. Debe poner sus iniciales en todos los cambios.
6. Se le ruega poner la fecha y su número de licencia profesional en el formulario.
7. Es posible que un representante de Departamento de Educación se comunique con usted para el seguimiento de esta solicitud. Es importante que incluya la mayor información de apoyo posible desde el principio para evitar repetidas solicitudes de información adicional.

Gracias por su asistencia.

Atentamente,

Dear Doctor:

The purpose of this letter is to provide you with information about the Department of Education disability discharge process.

Please see the attached application form.

A few tips:

1. Please review and complete Section 4 of this application. This section asks you to certify that it is your professional judgment that the borrower is totally and permanently disabled. Every single blank in this section must be completed; if any are left, the application will be rejected.

2. The disability standard used by the Department of Education is different than the standard in other government programs, such as Social Security. Under the Department of Education standard, borrowers are eligible for this discharge if they are unable to work and earn money because of an illness or injury that is expected to result in death, expected to last for a continuous period of not less than 60 month or has lasted for a continous period of not less than 60 months. This new definition is now in effect and is the standard you should use in making your determination.

3. You do not have to provide information about when the borrower became disabled. The eligibility standard is only that the borrower is totally and permanently disabled as of the date you sign this form.

4. tfŜl·ăŜ LJN2ØλŘŜ Y˙2N Ŝ űKl·y˙l· Řλl·∃y2ăλă¢ ¸2dz Y˙dzăű l·fă2 λŘŜyűλŦè űKŜ Y˙ŜŘλŎl·f Ŏ2yŘλűλ2y˙Σ l·ă NŜIjdzλNŜŘ 2y˙űKŜ Ŧ2NY˙Σ l·yŘ ŎfŜl·NfèI·yŘ Ŧdzffè ŜÈLJfl·λy˙K2ø űKŜ Ŏ2yŘλűλ2y˙LJNŜØŜyűă űKŜ ō2NN2øŜN ŦN2Y˙ ø2N˥λy∃ l·yŘ Ŝl·Nyλy∃ Y˙2yŜè¢

5. You may submit additional information with the application.

6. Any changes must be initialed.

7. Please be sure and date the form and provide your professional license number.

8. You should expect that someone from the Department of Education will contact you to follow up on this application. It is important to include as much supporting documentation (medical records) at the outset to help avoid repeated requests for additional information.

Thank you for your assistance with this matter.

Sincerely,

ADÓNDE ENVIAR LA SOLICITUD

ADÓNDE ENVIAR LA SOLICITUD

1. Le puede empezar el proceso de aplicación “on-line” a http://www.disabilitydischarge.com
2. Debe enviar la solicitud completa a U.S. Department of Education
   P.O. Box 87130, Lincoln, NE 68501-7130.
3. Usted debe enviar la solicitud por correo certificado con aviso de retorno.
4. Si presenta la solicitud a base a la Certificación de un médico, debe presenter la solicitud dentro de un plazo de 90 dias a partir de la fecha en que el médico firmó el formulario.

QUÉ OCURRE DESPUÉS DE ENVIAR LA SOLICITUD

QUÉ OCURRE DESPUÉS DE ENVIAR LA SOLICITUD

Nelnet revisará su solicitud. Si ellos determinan que cumple los requisitos, la enviarán al Departamento de Educación.

La descarga tomará efecto a partir de la fecha que el médico haya firmado el formulario de solicitud o en la que el Departamento recibió el aviso otorgamiento del SSA.

Todo pago que se haya recibido después de la fecha en que el médico haya firmado el formulario o en que el Departamento haya recibido la notificación de otorgamiento de de SSA, debe ser reembolsado.

El proceso puede tomar un tiempo. Conviene consultar regularmente con Nelnet sobre la situación en que se encuentra la solicitud. La información de contacto se encuentra al final de este paquete y en las cartas que recibirá del Departamento.

De ser aprobada, recibirá un descargo final de sus préstamos. Éste será efectivo a partir de la fecha en que el médico firmó la solicitud o a partir de la fecha en que el Departamento recibió la notificación de la Administración de Seguro Social (SSA) . (Muestra de Carta 1).

Todos los pagos recibidos después de la fecha en que el médico firmó o después de la fecha de notificación de SSA deben ser regresados. Esto incluye pagos voluntarios e involuntarios, como embargo de sueldo, y por descuento de reembolsos de impuestos. El descargo también será reportado a las agencias de reportes crediticios. Se recomienda consultar con un profesional en asuntos de impuestos sobre las posibles deudas impositivas por la cantidad descargada.

El Departamento tiene el derecho de restablecer los préstamos si durante los tres años posteriores al descargo:

- Sus ingresos anuales de empleo son mayores al umbral de pobreza para una familia de dos personas en su estado, sin importar el tamaño de su familia. Según las normas de 201p, esta cantidad es $15,ϕол si vive en uno de los 48 estados contiguos. (La información sobre las normas del umbral de pobreza se encuentra en el sitio web del Departamento de Salud y Servicios Humanos http://aspe.hhs.gov/poverty/)
- Usted recibe otro préstamo nuevo federal o una beca TEACH o
- Si tiene un préstamo federal o una beca TEACH que se originó antes de la fecha en el que el médico firmó la solicitud y ha habido un desembolso durante el período de tres años después del descargo. En estas circunstancias, debe proporcionarle al Departamento la documentación que demuestre que el desembolso fue regresado a la institución que otorgó el préstamo o en el caso de una beca TEACH, al Departamento dentro de los 120 días a partir de la fecha de desembolso, o
- Usted recibe un aviso de la SSA, indicando que ya no está total y permanentemente discapacitado, o que su revisión de discapacidad no se realizará en el período de revisión de 5 años o 7 años indicado en su aviso enviado por SSA de otorgamiento de beneficios de Social Security Disability Insurance (SSDI) o Seguridad de Ingreso Suplementario (SSI). El período de restablecimiento no aplica si recibe la aprobación s egún el proceso singular para veteranos.

Durante el período de tres años, usted debe informarle puntualmente al Departamento si sus ingresos anuales exceden el umbral de pobreza para una familia de dos personas en su estado y si ha habido un cambio en su dirección.

Se debe presenter documentación de todos los ingresos recibidos por empleos por cada uno de los años correspondientes al periodo de tres años.

El Departamento debe darle notificación si restablecen el préstamo, incluso los motivos y una explicación que la fecha de vencimiento del primer pago después del restablecimiento no será antes de los 60 días posteriores a la fecha de la notificación. (Muestra de Carta 2).

También deben darle información sobre cómo comunicarse con el Departamento si tiene preguntas o si cree que el restablecimiento del crédito fue hecho en base a información errónea.

El periodo de tres años no se aplica si está aprobada con el proces de veteranos.

Qué puede hacer si se le niega la solicitud

Si se le niega la solicitud, debe recibir una carta en la que se indican los motivos por la negación. (Muestra de Carta 3).

Aunque no existe un proceso formal de apelación dentro del Departamento, se recomienda comunicarse con el Departamento si recibe una negación para preguntar el motivo de la misma. Con frecuencia, los problemas se pueden resolver de manera informal. Si desea comunicarse con el ombudsman del Departamento para que lo asista, el número de teléfono sin cargo es 877-557-2575. También puede volver a presentar su solicitud si no cumplió con algún requisito sobre fechas límites o si decide que sería más eficiente comenzar de nuevo. De ser posible, consulte con un abogado.

Si nu puede resolver el problema de forma informal, se puede apelar la negación según una disposición de la Ley de Procedimientos Administrativos.

Consecuencias fiscales

El Departamento informa al servicio impositivo, Internal Revenue Service (IRS) sobre la descarga de cualquier deuda por un total de $600,00 o más, en el año en que el préstamo fue exonerado. Si recibe una descarga de sus préstamos, IRS le enviará un formulario 1099-C que indica la cantidad total de la deuda liquidada. El monto de la deuda liquidada será considerado como ingreso para propósitos de impuestos federales y posiblemente para fines de impuestos estatales. Se recomienda consultar con un profesional en materia de impuestos para determinar el impacto que puede tener en sus impuestos personales. Por ejemplo, es posible que, en ciertos casos, no tenga que pagar impuestos si puede declararse insolvente mediante el formulario 982 del IRS.

Muestra de Carta #1

B 08 – Non Veteran Discharge Granted Letter
Recipient = Non Veteran Borrower (and Endorser, if applicable)
7/1 Status = Post
File Name = B 08 – Non Veteran Discharge Granted Letter.approved 082210.doc

[Date]

[Borrower Name]
[Address Line 1]
[Address Line 2]
[City], [State] [Zip Code]

Account #: [this will include our parti id]

Dear [Borrower Name] [and Endorser Name]:

The U.S. Department of Education (the Department) has completed its review of your application for a total and permanent disability discharge of your Federal Family Education Loan (FFEL) Program, Federal Perkins Loan (Perkins Loan) Program, and/or William D. Ford Federal Direct Loan (Direct Loan) Program loan, and/or your Teacher Education Assistance for College and Higher Education (TEACH) Grant Program service obligation. Throughout this letter, we use the term "loan" to refer to one or more loans.

The Department has discharged your loan or TEACH Grant service obligation on the basis of your total and permanent disability. This cancels your obligation to repay the loan or complete the teaching service you agreed to perform as a condition for receiving a TEACH Grant. However, the discharged loan or TEACH Grant service obligation will be reinstated if you not meet certain requirements during a post-discharge monitoring period that will be in effect for three years from the discharge date, [Discharge Date].

---- Insert this text if borrower has an endorser on his or her PLUS loan and endorser has not applied for TPD discharge ---

Note to Endorser: You are receiving this letter to make you aware that the PLUS loan you agreed to repay if the borrower did not do so has been discharged. The requirements that must be met during the three-year post-discharge monitoring period apply only to the borrower. However, if the borrower does not meet the requirements and his or her loan is reinstated, your obligation to repay the loan if the borrower does not repay it will also be reinstated.

--- End inserted text ---

In this letter, we provide important information. First, we list your discharged loan or TEACH Grant service obligation. If applicable, we next list other loans we have identified that ***may*** be eligible for discharge based on your total and permanent disability. Finally, we explain the requirements you must meet during the three-year post-discharge monitoring period.

Discharged Loan or TEACH Grant Service Obligation

Your discharged loan or TEACH Grant service obligation is as follows:

Assignment ID	Assignment Date	Status	Loan or TEACH Grant ID	Prior Holder

---- Insert this text if other loans are identified ---

Other Potentially Eligible Loan Information

During our review of your application, we identified another loan in our National Student Loan Data System (NSLDS) that ***may*** be eligible for discharge based on your total and permanent disability. To apply for discharge of this other loan, you must submit a total and permanent disability discharge application to the loan holder.

Your other loan that ***may*** be eligible for discharge is as follows:

Loan Type	Loan ID	Holder

--- End inserted text ---

Three-Year Post-Discharge Monitoring Period

As explained above, the Department has discharged a specific loan and/or TEACH Grant service obligation due to your total and permanent disability. You are now subject to a monitoring period that will end three years from the discharge date included in this letter.

During the monitoring period, you—

- Must not have annual employment earnings that exceed the Poverty Guideline amount for a family of two in your state, regardless of your actual family size;
- Must not receive a new Perkins or Direct Loan, or a new TEACH Grant; and
- Must ensure the return of a loan disbursement to the loan holder or TEACH Grant disbursement to the Department within 120 days of the disbursement date, in the case of a loan or Teach Grant that was made before the discharge date, but was disbursed during the three-year post-discharge monitoring period.

In addition, you must promptly notify or respond to the Department—

- If you receive annual earnings from employment that exceed the Poverty Guideline amount for a family of two in your state, regardless of your actual family size;
- If there is a change in your address or telephone number; and
- If you are requested to provide the Department with documentation of your annual earnings from employment.

Note: During the monitoring period, we will notify you annually of the Poverty Guideline amounts. These amounts are also available via the Web at http://aspe.hhs.gov/poverty.

If at any time during or at the end of the three-year monitoring period you do not meet any of the conditions outlined above, the Department will reinstate your loan or TEACH Grant service obligation. You will then be required to repay the loan or fulfill the TEACH Grant service obligation.

If your obligation to repay a discharged loan is reinstated, we will notify you of the reinstatement. You will not be required to pay interest on the loan for the period from the date of discharge until

the reinstatement date. We will send you a notification of reinstatement that will include the following information—

- The reason(s) for the reinstatement;
- An explanation that the first payment due date on the reinstated loan will be no earlier than 60 days after the date of the notification of reinstatement; and
- Information on how you may contact the Department if you have questions about the reinstatement or believe that the Department's determination was based on incorrect information.

Comparable information will be provided to you if a discharged TEACH Grant service obligation is reinstated.

How to Contact Us

Written correspondence can be sent to:

U.S. Department of Education
P.O. Box 173904
Denver, CO 80217

In addition, the following Web site, www.disabilitydischarge.com, is available for you to check the status of your discharge application, upload supporting documentation that may have been requested, and/or update your demographic information.

If you have questions, contact us at 1.888.303.7818 from 8:00 A.M. to 8:00 P.M. (ET), Monday through Friday. Individuals who use a telecommunications device for the deaf (TDD) can call 1.888.636.6401. Or, e-mail us at disabilityinformation@nelnet.net.

Sincerely,

Nelnet Total and Permanent Disability Servicer

Muestra de Carta #2

B 12 – Non Veteran Obligation Reinstated Letter
Recipient = Non Veteran Borrower (and Endorser, if applicable)
7/1 Status = Post
File Name = B 12 – Non Veteran Obligation Reinstated Letter.approved 082210.doc

[Date]

[Borrower Name]
[Address Line 1]
[Address Line 2]
[City], [State] [Zip Code]

Account #: [this will include our parti id]

Dear [Borrower Name] [and Endorser Name]:

The U.S. Department of Education (the Department) has reinstated your previously discharged Federal Family Education Loan (FFEL) Program, Federal Perkins Loan (Perkins Loan) Program, and/or William D. Ford Federal Direct Loan (Direct Loan) Program loan, and/or your Teacher Education Assistance for College and Higher Education (TEACH) Grant Program service obligation. Throughout this letter, we use the term "loan" to refer to one or more loans.

The Department discharged your loan or TEACH Grant obligation on the basis of your total and permanent disability on [Discharge Date] and explained that you would be required to meet certain conditions for three years from that discharge date. You have not met one or more of the required conditions during the three-year post-discharge monitoring period and must now repay your loans or fulfill the teaching service you agreed to perform as a condition for receiving a TEACH Grant.

---- Insert this text if borrower has an endorser on his or her PLUS loan and endorser has not applied for TPD discharge ---

Note to Endorser: You are receiving this letter to make you aware that the discharged PLUS loan you agreed to repay if the borrower did not do so has been reinstated. Accordingly, your obligation to repay the loan if the borrower does not repay it is also reinstated and again in effect.

--- End inserted text ---

In this letter, we provide important information. First, we list your reinstated loan or TEACH Grant obligation. Next, we provide the reason the Department has reinstated your loan or TEACH Grant obligation and explain what you can do if you believe the basis for reinstatement of your loan or TEACH Grant obligation is incorrect. Finally, we identify the Department's servicer to which we have transferred your account for servicing from this point forward.

Reinstated Loan or TEACH Grant Service Obligation

Your reinstated loan or TEACH Grant service obligation is as follows:

Assignment ID	Assignment Date	Status	Loan or TEACH Grant ID	Prior Holder

Reason for Reinstatement

The Department has reinstated your loan or TEACH Grant service obligation for the following reason:

--- Insert applicable text (bulleted item and left-justified follow up information) ---

- Based on the employment earnings information you submitted to us, you have received annual earnings from employment that exceed the Poverty Guideline amount for a family of two in your state. During the three-year post-discharge monitoring period, you may not receive earnings in excess of this Poverty Guideline amount, regardless of your actual family size.

  Specifically, during the period [Start Date] to [End Date], your earnings from employment exceeded [Poverty Guideline Amount for Applicable State].

If you have questions about the reinstatement of your loan or TEACH Grant service obligation or believe the reinstatement was based on incorrect information, contact us to discuss.

- Based on the employment earnings information you submitted to us, you have received annual earnings from employment that exceed the Poverty Guideline amount for a family of two in your state. During the three-year conditional discharge period, you may not receive earnings in excess of this Poverty Guideline amount, regardless of your actual family size.

  Specifically, during the period [Start Date] to [End Date], your earnings from employment exceeded [Poverty Guideline Amount for Applicable State].

  It appears that this period may include employment earnings prior to when your physician certified your discharge application. However, you have not provided sufficient documentation for us to validate that this is the case.

If you have questions about the Department's determination that your loan or TEACH Grant service obligation is ineligible for final discharge or believe the determination was based on incorrect information, contact us to discuss.

- You have not responded to our request for documentation of your annual earnings from employment. During the three-year post-discharge monitoring period, you are required to respond to our requests for employment earnings documentation so that we can determine if your earnings exceed the Poverty Guideline amount for a family of two in your state.

  Specifically, you have not provided [a or an] [Documentation Type] for the period [Start Date] to [End Date].

If you have questions about the reinstatement of your loan or TEACH Grant service obligation or believe the reinstatement was based on incorrect information, contact us to discuss.

If you have not submitted the required documentation but do so within one year of the date of this letter, we will return your loan or TEACH Grant service obligation to discharge status. After one year, you will need to submit a new application if you want us to reevaluate your eligibility for total and permanent disability discharge of your loan or TEACH Grant obligation.

- You have received a new Perkins Loan, Direct Loan, or TEACH Grant.

If you have questions about the reinstatement of your loan or TEACH Grant service obligation or believe the reinstatement was based on incorrect information, contact us to discuss.

- You received a loan or TEACH Grant disbursement and did not return it to the loan holder or Department, as appropriate, within 120 days of the disbursement date. During the three-year post-discharge monitoring period, you are required to ensure the return of a loan disbursement to the loan holder or TEACH Grant disbursement to the Department within 120 days of the disbursement date, in the case of a loan or TEACH Grant that was made before the discharge date, but was disbursed during the three-year post-discharge monitoring period.

If you have questions about the reinstatement of your loan or TEACH Grant service obligation or believe the reinstatement was based on incorrect information, contact us to discuss.

If you have not submitted the required documentation but do so within one year of the date of this letter, we will return your loan or TEACH Grant service obligation to discharge status. A letter from your school's financial aid office would serve as acceptable documentation. After one year, you will need to submit a new application if you want us to reevaluate your eligibility for total and permanent disability discharge of your loan or TEACH Grant obligation.

- [Other unique bulleted reason and appropriate follow up information]

--- End inserted text ---

New Servicer Information

--- Insert this text if borrower has 1) a loan or 2) a loan and a TEACH Grant ---

The Department has transferred your reinstated loan to its servicer, [Servicer Name]. Your loan will again be reported to national credit reporting agencies as in repayment status, and you will make loan payments to this servicer.

Your new servicer will notify you upon receipt of your account and inform you of your first payment due date. Your first payment due date will be no earlier than 60 days from the date of this letter. You will not be charged interest on your loan from the discharge date, [Discharge Date], through the date of this letter.

--- Insert this text if borrower has 1) a TEACH Grant or 2) a loan and a TEACH Grant ---

The Department has transferred your TEACH Grant to its servicer, [Servicer Name]. You are again responsible for completing the service obligation in accordance with the TEACH Grant Agreement to Serve that you signed. Your new servicer will communicate with you to monitor the completion of your service obligation.

--- End inserted text ---

How to Contact Us

Written correspondence can be sent to:

U.S. Department of Education
P.O. Box 173904
Denver, CO 80217

In addition, the following Web site, www.disabilitydischarge.com, is available for you to check the

status of your discharge application, upload supporting documentation that may have been requested, and/or update your demographic information.

If you have questions, contact us at 1.888.303.7818 from 8:00 A.M. to 8:00 P.M. (ET), Monday through Friday. Individuals who use a telecommunications device for the deaf (TDD) can call 1.888.636.6401. Or, e-mail us at disabilityinformation@nelnet.net.

Sincerely,

Nelnet Total and Permanent Disability Servicer

Muestra de Carta #3

B 11 – Non Veteran Discharge Not Granted Letter
Recipient = Non Veteran Borrower (and Endorser, if applicable)
7/1 Status = Post
File Name = B 11 – Non Veteran Discharge Not Granted Letter.approved 082210.doc

[Date]

[Borrower Name]
[Address Line 1]
[Address Line 2]
[City], [State] [Zip Code]

Account #: [this will include our parti id]

Dear [Borrower Name] [and Endorser Name]:

The U.S. Department of Education (the Department) has completed its review of your application for a total and permanent disability discharge of your Federal Family Education Loan (FFEL) Program, Federal Perkins Loan (Perkins Loan) Program, and/or William D. Ford Federal Direct Loan (Direct Loan) Program loan, and/or your Teacher Education Assistance for College and Higher Education (TEACH) Grant Program service obligation. Throughout this letter, we use the term "loan" to refer to one or more loans.

The Department has determined, based on the information provided in your application and/or obtained through the application review process, that you do not qualify to have your loan or TEACH Grant service obligation discharged on the basis of total and permanent disability. This means that you must repay the loan or fulfill the teaching service you agreed to perform as a condition for receiving a TEACH Grant.

---- Insert this text if borrower has an endorser on his or her PLUS loan and endorser has not applied for TPD discharge ---

Note to Endorser: You are receiving this letter to make you aware that the PLUS loan you agreed to repay if the borrower did not do so is not eligible for discharge. Your obligation to repay the loan if the borrower does not repay it remains in effect.

--- End inserted text ---

In this letter, we provide important information. First, we list your loan or TEACH Grant obligation that is not eligible for discharge. Next, we provide the reason the Department has determined that you do not qualify to have your loan or TEACH Grant obligation discharged and explain what you can do if you have questions about the basis for our decision or believe there is other information that should be considered. Finally, we identify the Department's servicer to which we have transferred your account for servicing from this point forward.

Loan or TEACH Grant Service Obligation Ineligible for Discharge

Your loan or TEACH Grant service obligation that is ineligible for discharge is as follows:

Assignment ID	Assignment Date	Status	Loan or TEACH Grant ID	Prior Holder

Reason for Discharge Ineligibility

Based on the information provided in your application and/or obtained through the application review process, you do not qualify to have your loan or TEACH Grant service obligation discharged on the basis of total and permanent disability for the following reason(s):

--- Insert applicable text (bulleted item and left-justified follow up information) ---

- The information provided and certified by your physician indicates that you are able to engage in substantial gainful activity. "Substantial gainful activity" is a level of work performed for pay or profit that involves doing significant physical or mental activities, or both.

If you have questions about the basis for our decision or believe there is other information that should be considered, contact us to discuss.

- The information certified by your physician does not indicate that you have a medically determinable physical or mental impairment that (1) can be expected to result in death; (2) has lasted for a continuous period of not less than 60 months; or (3) can be expected to last for a continuous period of not less than 60 months.

If you have questions about the basis for our decision or believe there is other information that should be considered, contact us to discuss.

- Your physician did not fully complete the application and has not responded to our requests that he or she provide the missing information.

  The missing information is as follows:

  [List applicable incomplete fields including field number and description]

We will reevaluate your application if we receive the missing information within one year of the date of this letter. After one year, you will need to submit a new application if you want us to evaluate your eligibility for total and permanent disability discharge of your loan or TEACH Grant obligation.

- Your physician provided conflicting or unclear information on the application and has not responded to our requests that he or she clarify the information.

  The conflicting or unclear information is as follows:

  [List applicable fields including field number and description]

We will reevaluate your application if we receive the clarifying information within one year of the date of this letter. After one year, you will need to submit a new application if you want us to evaluate your eligibility for total and permanent disability discharge of your loan or TEACH Grant obligation.

- [Other unique bulleted reason and appropriate follow up information]

--- End inserted text ---

New Servicer Information

--- Insert this text if borrower has 1) a loan or 2) a loan and a TEACH Grant ---

The Department has transferred your loan identified above to its servicer, [Servicer Name]. You will make loan payments to this servicer, and the servicer will report your repayment status to national consumer reporting agencies.

Your new servicer will notify you upon receipt of your account and inform you of your first payment due date. Your first payment due date will be no earlier than 60 days from the date of this letter. The interest that accrued on your loan while it was evaluated for discharge has been added to the principal balance of your loan (this is called capitalization).

--- Insert this text if borrower has 1) a TEACH Grant or 2) a loan and a TEACH Grant ---

The Department has transferred your TEACH Grant to its servicer, [Servicer Name]. You are again responsible for completing the service obligation in accordance with the TEACH Grant Agreement to Serve that you signed. Your new servicer will communicate with you to monitor the completion of your service obligation.

--- End inserted text ---

How to Contact Us

Written correspondence can be sent to:

U.S. Department of Education
P.O. Box 173904
Denver, CO 80217

In addition, the following Web site, www.disabilitydischarge.com, is available for you to check the status of your discharge application, upload supporting documentation that may have been requested, and/or update your demographic information.

If you have questions, contact us at 1.888.303.7818 from 8:00 A.M. to 8:00 P.M. (ET), Monday through Friday. Individuals who use a telecommunications device for the deaf (TDD) can call 1.888.636.6401. Or, e-mail us at disabilityinformation@nelnet.net.

Sincerely,

Nelnet Total and Permanent Disability Servicer

PREGUNTAS FRECUENTES

PREGUNTAS FRECUENTES

Estoy incapacitado pero creo que voy a poder trabajar, ¿puedo presentar una solicitud?

En realidad se trata si va a poder trabajar o no. Si puede trabajar, aunque no tenga empleo en la actualidad, no calificará.

¿Qué tal si estoy trabajando en la actualidad?

No calificará si está trabajando en el momento de presentar su solicitud. Sin embargo, si presenta su solicitud y es aprobada, tiene permitido trabajar y ganar una cantidad pequeña durante el período de descargo condicional si presentó su solicitud antes del 1 de julio, 2010 o durante el período de restablecimiento si presentó su solicitud después de esa fecha.

¿Qué ocurre si deseo obtener un préstamo federal más adelante?

Tendrá que obtener un certificado médico de que puede trabajar. También tendrá que firmar una declaración que el préstamo nuevo no podrá ser descargado en el futuro en base a cualquier incapacidad actual a menos que haya un deterioro substancial de la misma.

¿Tiene importancia la fecha en que fui incapacitado?

Únicamente para las solicitudes presentadas antes del 1 de julio, 2008.

¿Puedo presentar mi solicitud otra vez si me negó la primera?

Sí. Tiene más posibilidades de éxito si la primera vez tuvo un problema menor como la omisión de la licencia profesional del médico. Pero también puede volver a presentar la solicitud si ha podido reunir pruebas más firmes de su incapacidad.

¿Como probar que no estoy trabajando durante el periodo de restablecimiento?

El Departamento de Educación le enviará un formulario para obtener información sobre sus ingresos (o falta de ingresos) durante el período de restablecimiento. Si usted recibió ingresos de un empleo, debe presentar documentación que demuestre que el monto es inferior al límite permitido. La forma más fácil de demostrarlo es proporcionando una copia de su declaración de impuestos anual. El Departamento también le permite enviar varios otros tipos de documentos para demostrar que sus ingresos no superan el límite, incluyendo:

1. Talones de pago que demuestren los ingresos del año hasta la fecha,

2. Formulario W2, o

3. Declaración del Seguro Social. (Visite **www.ssa.gov/mystatement** . Debe configurar una cuenta para ver, descargar, guardar e imprimir su estado de cuenta completo de ingresos.)

Si usted no tiene ingresos de empleo, sólo debe firmar el formulario del Departamento llamado "*Post-Discharge Monitoring*" **Seguimiento Posterior a la Cancelación**. Al firmar el formulario, usted certifica que no ha recibido ingresos de empleo durante el período de restablecimiento. A continuación de estas preguntas frecuentes se publica una copia del formulario.

¿Con quién me puedo comunicar en el Departamento para recibir más información?

Si tiene preguntas sobre la presentación de una solicitud de descarga por discapacidad total y permanen te (TPD) o si desea verificar el estado de una solicitud pendiente, puede comunicarse con Nelnet Total a nd Permanent Disability Servicer.

Teléfono: 1-888-303-7818
Fax: 1-303-696-5250

TDD/TTY: Un prestatario con impedimentos auditivos puede comunicarse por Web chat con un represe ntante haciendo clic en "Chat Now" en la parte superior de esta página. Equipo de asistencia especial: U nprestatario que tiene necesidades especiales y requiere asistencia para navegar el proceso de descarga TPD, sólo necesita pedir asistencia cuando se comunica con Nelnet Total and Permanent Disability Servi cer.

Correo electrónico: disabilityinformation@nelnet.net
Sitio Web: www.disabilitydischarge.com
Horario de oficina: 8:00 am-08:00 pm (ET), siete días a la semana

Correo:
U.S. Department of Education
P.O. Box 87130
Lincoln, NE 68501

Para entrega en la mañana siguiente:
U.S. Department of Education
121 South 13th St., Ste. 201
Lincoln, NE 68508

OMB No. 1845-0065
Form Approved
Exp. Date 6/30/2016

Total and Permanent Disability Discharge: Post-Discharge Monitoring

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program/ Federal Perkins Loan (Perkins) Program / Teacher Education Assistance for College and Higher Education (TEACH) Grant Program

Use this form to provide documentation of your annual earnings from employment during the post-discharge monitoring period.

TPD PDM

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: APPLICANT IDENTIFICATION

Please enter or correct the following information.

☐ **Check this box if any of your information has changed.**

SSN ___ - ___ - ____

Name

Address

City, State, Zip Code

Telephone ( )

E-mail Address (Optional)

SECTION 2: DOCUMENTATION OF EARNED INCOME

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: January 31, 2013 = 01-31-2013. Include your name and Social Security Number on any documentation that you submit with this form. If you need help completing this form, contact the U.S. Department of Education at: 888-303-7818. Throughout this form, the words "we" and "us" refer to the U.S. Department of Education. To submit this form, send it to:

U.S. Department of Education, TPD Servicing, P.O. Box 87130, Lincoln, NE 68501-7130.

Your obligation to repay a discharged loan or complete a discharged TEACH Grant service obligation will be reinstated if you receive annual earnings from employment above the poverty guideline for a family size of two, regardless of your actual family size, for any of the three years following the date on which your loans and/or TEACH Grant service obligations were discharged. The poverty guidelines are established annually by the U.S. Department of Health and Human Services, and are available online at: aspe.hhs.gov/poverty. For 2013, the poverty guidelines for a family size of two are as follows:

Family Size	48 States & DC	Alaska	Hawaii
2	$15,510	$19,380	$17,850

Note: If you do not reside in a U.S. state or DC, we will use the poverty guideline for the contiguous 48 states and DC.

Your post-discharge monitoring period begins the day after we grant a discharge of your loans or TEACH Grant service obligation, and ends three years from that date. Each year, for three years, we will ask for information about your annual earnings from employment for a 12-month period that is based on the date that your post-discharge monitoring period began.

1. Complete item 2, based on the following period: ___ - ___ - ____ through ___ - ___ - ____

2. **Did you have income *earned from employment* during the period described in Item 1?** Income from employment includes **(1)** wages, tips, or other taxable employee pay, or **(2)** earnings from self-employment. Do not include untaxed income such as Supplemental Security Income, child support, or federal or state public assistance or other unearned income such as income from interest or dividends.
   - ☐ Yes—You must provide documentation of all income you receive from employment or self-employment. See Acceptable Documentation below.
   - ☐ No—By signing this form, you are certifying that you had no earned income from employment for the period described in Item 1. Continue to Section 3.

Acceptable Documentation

Do not provide documentation of unearned income, such as income from interest or dividends. Do not report untaxed income, such as Supplemental Security Income, child support, or federal or state public assistance.

- You must provide **one piece of supporting documentation** for each source of income earned from employment. For example, documentation includes a federal or state income tax return, a W-2, a federal income tax return transcript, an earnings statement from the Social Security Administration, an earnings statement from a state or local agency, or a pay stub from any employment.
- Unless the **frequency** is clearly indicated on the documentation that you provide, write on your documentation how often you receive the income, for example, "twice per month" or "every other week".
- If you are submitting documentation of income that you receive on a calendar-year basis, but a **portion of the income in the documentation is outside of the period described in Item 1**, write on your documentation the amount of the income that you received during the period described in Item 1.
- **Copies** of original documentation are acceptable.
- If **no documentation** of your earned income is available, submit a signed statement explaining the amount and source of your source of earned income.

SECTION 3: APPLICANT UNDERSTANDINGS AND CERTIFICATION

- **I understand** that: I may be required to repay my discharged loans and/or complete my discharged TEACH Grant service obligation if, during the three-year post-discharge monitoring period, which begins on the date that I receive a discharge, **(1)** I receive annual earnings from employment that exceed the poverty guideline amount for a family of two in my state, regardless of my actual family size; **(2)** I receive a new loan under the Direct Loan or Perkins Loan Program or a new TEACH Grant; **(3)** I receive a disbursement of a Direct Loan, Perkins Loan, or TEACH Grant that was initially disbursed prior to my discharge date and I fail to ensure that the disbursement is returned to the loan holder or (for a TEACH Grant) to the U.S. Department of Education within 120 days of the disbursement date; or **(4)** the Social Security Administration determines that I am no longer disabled or changes my continuing disability review period to a period that is shorter than 5-7 years or more, after I had been previously determined to be disabled by the Social Security Administration and was receiving SSDI or SSI benefits with a continuing disability review period of 5-7 years or more.
- **I certify** that all of the information I have provided on this form and in any accompanying documentation is true, complete, and correct to the best of my knowledge and belief.

Applicant's or Representative's Signature | **Date** | **Printed Name of Representative (if applicable)**

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SECTION 4: DEFINITIONS

- A **discharge of a loan** due to a total and permanent disability cancels your obligation (and, if applicable, an endorser's obligation) to repay the remaining balance on your FFEL, Perkins Loan, and/or Direct Loan program loans.
- The **post-discharge monitoring period** begins on the date the U.S. Department of Education grants a discharge of your loan or TEACH Grant service obligation and lasts for three years. If you fail to meet certain conditions at any time during or at the end of the post-discharge monitoring period, the U.S. Department of Education will reinstate your obligation to repay your loan or complete your TEACH Grant service. See Section 5 for more information.
- The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, and Direct Consolidation Loans.
- The **Federal Perkins (Perkins) Loan Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loan).
- The **Teacher Education Assistance for College (TEACH) Grant** provides grants to students who agree to teach full time for at least four years in high-need fields in low-income elementary or secondary schools as a condition for receiving the grant funds. If a TEACH Grant recipient does not complete the required teaching service within eight years after completing the program of study for which the TEACH Grant was received, the TEACH Grant funds are converted to a Direct Unsubsidized Loan that the grant recipient must repay in full, with interest, to the U.S. Department of Education.
- A **representative** is a member of your family, your attorney, a law firm or legal aid society, or another individual or organization authorized to act on your behalf in connection with your total and permanent disability discharge application.

SECTION 5: IMPORTANT INFORMATION ABOUT THE POST-DISCHARGE MONITORING PERIOD AND REINSTATEMENT

POST-DISCHARGE MONITORING PERIOD

If you were granted a discharge, we will monitor your status during the 3-year post-discharge monitoring period that begins on the date the discharge is granted. We will reinstate your obligation to repay your loan(s) and/or to complete your TEACH Grant service if, at any time during the post-discharge monitoring period, you:

- Receive annual earnings from employment that exceed the poverty guideline amount for a family of two in your state, regardless of your actual family size;
- Receive a new loan under the Direct Loan Program or Perkins Loan Program, or a new TEACH Grant;
- Receive a disbursement of a Direct Loan, Perkins Loan, or TEACH Grant that was initially disbursed prior to your discharge date and fail to ensure that the disbursement is returned to the loan holder or (for a TEACH Grant) to us within 120 days of the disbursement date; or
- Receive a notice from the Social Security Administration (SSA) indicating that you are no longer disabled or that your continuing disability review will no longer be 5 to 7 years or more from the date of your last SSA disability determination (after you had been previously determined to be disabled by the SSA, were receiving SSDI or SSI benefits, and had a continuing disability review period of 5-7 years or more from the date of your last SSA disability determination).

During the 3-year post-discharge monitoring period, we will monitor the National Student Loan Data System (NSLDS) to determine whether you have received a new loan under the Direct Loan Program or the Perkins Loan Program or a TEACH Grant, or whether you have failed to ensure that a loan or TEACH Grant disbursement was returned to the loan holder or (for a TEACH Grant) to us within 120 days of the disbursement date.

During the 3-year post-discharge monitoring period, you (or your representative) must:

- Promptly notify us if your annual earnings from employment exceed the poverty guideline amount for a family of two in your state, regardless of your actual family size;
- Promptly notify us of any changes in your address or telephone number;
- Provide us with documentation of your annual earnings from employment, on a form that we will provide; and
- Promptly notify us if you had been previously determined to be disabled by the SSA, were receiving SSDI or SSI benefits, and had a continuing disability review period of 5 to 7 years or more from the date of your last SSA disability determination, but the SSA determines that you are no longer disabled or changes your continuing disability review period to a period that is shorter than 5 to 7 years.

REINSTATEMENT OF OBLIGATION TO REPAY A LOAN OR COMPLETE TEACH GRANT SERVICE

If you do not meet the requirements outlined above at any time during or at the end of the post-discharge monitoring period, we will reinstate your obligation to repay your loans and/or to complete your TEACH Grant service. If your loan is reinstated, you will be responsible for repaying your loans to us in accordance with the terms of your promissory note(s). Your loans will be returned to the status that would have existed if we had not received your total and permanent disability discharge application. However, you will not be required to pay interest on your loans for the period from the date of the discharge until the date your repayment obligation was reinstated. We will be your loan holder. If your TEACH Grant service obligation is reinstated, you will again be subject to the requirements of your TEACH Grant Agreement to Serve. If you do not meet the terms of that agreement and the TEACH Grant funds you received are converted to a Direct Unsubsidized Loan, you must repay that loan in full, and interest will be charged from the date(s) that the TEACH Grant funds were disbursed. If your obligation to repay your loans or complete your TEACH Grant service obligation is reinstated, we will notify you of the reinstatement. This notification will include:

- The reason or reasons for the reinstatement;
- For loans, an explanation that the first payment due date on the loan following the reinstatement will be no earlier than 60 days following the date of the notification of reinstatement; and
- Information on how you may contact us if you have questions about the reinstatement, or if you believe that your obligation to repay a loan or complete TEACH Grant service was reinstated based on incorrect information.

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SECTION 6: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.*,§461 *et seq.*, and §420L *et seq.* of the Higher Education Act of 1965, as amended (the HEA) (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087a *et seq.*, 20 U.S.C. 1087aa *et seq.*, and 20 U.S.C. 1070g *et seq.*) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and §31001(i)(1) of the Debt Collection Improvement Act of 1996 (31 U.S.C. 7701(c)). Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan (Perkins Loan) Program, and/or the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a FFEL, Direct Loan, and/or Perkins Loan program loan or a TEACH Grant, to receive a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) or a discharge of a TEACH Grant service obligation, to permit the servicing of your loan(s) or TEACH Grant(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices.

For a loan or for a TEACH Grant that has not been converted to a Direct Unsubsidized Loan, the routine uses of the information that we collect about you include, but are not limited to, its disclosure to federal, state, or local agencies, to institutions of higher education, and to third party servicers to determine your eligibility to receive a loan or a TEACH Grant, to investigate possible fraud, and to verify compliance with federal student financial aid program regulations.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

For a loan, including a TEACH Grant that has been converted to a Direct Unsubsidized Loan, the routine uses of this information also include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to creditors, to financial and educational institutions, and to guaranty agencies to verify your identity, to determine your program eligibility and benefits, to permit making, servicing, assigning, collecting, adjusting, or discharging your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, or to verify whether your debt qualifies for discharge or cancellation. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state or local agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 0.5 hours (30 minutes) per response, including the time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and reviewing the information collection. Individuals are obligated to respond to this collection to obtain a benefit in accordance with 34 CFR 674.61(b) or (c), 34 CFR 682.402(c)(2) or (c)(9), 34 CFR 685.213(b) or (c), and 34 CFR 686.42(b). Send comments regarding the burden estimate(s) or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20210-4537, or e-mail ICDocketMgr@ed.gov and reference OMB Control Number 1845-0065. **IMPORTANT: Do NOT return the completed Post-Discharge Monitoring form to this address**. **If you return the completed form to this address, it will delay the processing of your request.**

If you have comments or concerns regarding the status of *your individual submission* of this form, contact the U.S. Department of Education at 1-888-303-7818.

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