

## NFLP EXHIBIT FORMS

The exhibit forms are provided as template documents for schools to use in administering the Nurse Faculty Loan Program. The content of the documents may be used to create electronic versions for institutional use.

With the exception of the Promissory Note and the Truth in Lending Act (**EXHIBIT A & K**), schools may modify the sample exhibit forms listed below.

EXHIBIT A - NFLP Promissory Note (*Amended 2022*)

EXHIBIT B - Statement of Rights and Responsibilities

EXHIBIT C - NFLP Loan Application

EXHIBIT D - Certification of Employment Form

EXHIBIT E - NFLP Request for Partial Cancellation

EXHIBIT F – Due Diligence Form

EXHIBIT G - NFLP Request for Postponement of Installment Payment

EXHIBIT H - NFLP Deferment Form

EXHIBIT I - Exit Interview – Questionnaire

EXHIBIT J - Forbearance Request Form

EXHIBIT K - Truth in Lending Act, Regulation Z



**NURSE FACULTY LOAN PROGRAM (NFLP)  
PROMISSORY NOTE**

I, \_\_\_\_\_ (Borrower Name) (hereinafter "the Borrower"), promise to pay to \_\_\_\_\_ (Name of School) (hereinafter "the school") located at \_\_\_\_\_, the sum of such loan amount(s) as may be advanced to me and endorsed in the Schedule of Advances below, with interest at the rate of three (3) percent per annum or the prevailing market rate, together with all attorney's fees, collection agent costs, and other related costs and charges for the collection of any amount not paid when in default according to the terms of this Promissory Note, (hereinafter "the Note").

**SCHEDULE OF ADVANCES**

**This Note represents the total of combined NFLP loans, as identified below.**

Year	Amount of Loan Advanced to Borrower	Total of Loan(s) Advanced to Date	Date	Signature of Borrower
1				
2				
3				
4				
5				

**The Borrower and the school further understand and agree that:** An eligible beneficiary must be a citizen, national, or permanent resident of the United States. Individuals on temporary or student visas are not eligible to receive NFLP support. Award recipients must use this funding to support a beneficiary: (1) Enrolled in a course of study in an advanced education nursing degree program; (2) Who maintains an acceptable level of academic standing; and (3) Is eligible to work in the United States, and (4) have no judgment liens entered against him/her based on the default on a federal debt, 28 U.S.C. 3201(e). The borrower must maintain full-time or part-time enrollment status during an academic year while receiving the NFLP loan.

**Loan Support:** The Award recipient must ensure that: NFLP loan support is only made to eligible students to cover the cost of tuition, fees, books, lab expenses, and other reasonable education expenses (including student nurse educator development activities) for the duration of their course of study; NFLP loan support must not exceed 40,000 per student for any academic period; and NFLP funds may only be used for loan support with the exception of covering the costs of collection of loaned principal and accrued interest and/or penalty, and cost of student nurse educator development activities as reasonable expenses.

**Cancellation Provision:** The NFLP is a loan cancellation program with a service obligation for recipients of the loans. To be eligible for the maximum 85 percent cancellation, the Borrower must agree to serve as full-time nurse faculty at an accredited school of nursing for up to four-years following graduation from the program. To qualify for loan cancellation for Nurse Faculty full-time employment, the Borrower must meet one of the following criteria: (1) employment as a full-time faculty member at an accredited school of nursing; (2) employment as a part-time faculty member at an accredited school of nursing in combination with another part-time faculty position or part-time clinical preceptor/educator position affiliated with an accredited school of nursing that together equates to full-time employment; or 3) employment as designated joint-appointment nurse faculty serving as full-time advanced practice registered nurse (APRN) preceptor within an academic-practice partnership framework affiliated with an accredited school of nursing. Following graduation, the Borrower must submit certification of employment within a reasonable timeframe to be determined by the school. NFLP borrowers are limited to a 12- month timeframe to establish employment as full time nurse faculty at an accredited school of nursing following graduation from the program. If employment verification is not submitted within the 12-month period, the borrower will **NOT** be eligible for the loan cancellation provision.

1. **Cancellation:** To receive loan cancellation, the Borrower must be employed full-time as nurse faculty at an accredited school of nursing for a complete academic year as defined by the employing institution. Full-time employment for NFLP is defined in the most recent Notice of Funding Opportunity. The school will cancel an amount up to 85 percent of the original loan (plus interest) as follows:
  - A. Upon completion by the Borrower of each of the first, second and third year of full-time employment as a faculty member in an accredited school of nursing, the school will cancel **20 percent** of the original principal of, and the interest on, the amount of the unpaid loan on the first day of employment.
  - B. Upon completion by the individual of the fourth year of full-time employment as a faculty member in an accredited school of nursing, the school will cancel **25 percent** of the original principal of, and the interest on, the amount of the unpaid loan on the first day of employment.

To receive loan cancellation, the Borrower must submit the **Request for Partial Cancellation of Loan** form to the lending school at the end of each complete year of full-time employment as nurse faculty.

## EXHIBIT A continued

2. **Postponement:** The beginning of the Borrower's repayment period may be postponed only if the borrower is employed full-time as nurse faculty and will request loan cancellation at the end of each complete year of this employment. To receive postponement of the repayment period, the Borrower must submit an initial **Request for Postponement of Installment Payment** form to the lending school 30 days after the end of the 12-month employment grace period. Subsequent requests for postponement must be filed 30 days before the expiration date of the initial request for postponement for each year of employment. If the Borrower ceases to be employed full-time as nurse faculty prior to completion of a year, the postponement ends, and the repayment period begins immediately.
3. **Grace Period:** The repayment grace period begins immediately following voluntary termination as a student for a period of nine (9) consecutive months. During the grace period, repayment of the loan is NOT required. Following completion of the program borrowers are allowed up to 12 months grace period to gain employment following completion of their program/course of study. Loan repayment must officially start after the 9th month, but institutions should administer the repayment for the employment grace period (10, 11, & 12th months) according to internal policies.
4. **Repayment Period:** The NFLP loan is repayable in equal or graduated periodic installments (with the right of the Borrower to accelerate repayment) over a 10-year period that begins 9 months after the Borrower completes the program, ceases to be enrolled as a student in the advanced nurse education program, or ceases to be employed as full-time nurse faculty.
5. **Interest:** The NFLP loan will bear interest on the original unpaid balance of the loan at the **rate of 3 percent per annum** beginning 3 months after the Borrower graduates from the program. For borrowers employed as full-time nurse faculty for a minimum of one year, the NFLP loans will bear interest at the rate of 3 percent for the remaining years of the "repayment period". If the borrower does not complete the course of study or does not obtain full-time employment as nurse faculty within the required timeframe, the NFLP loan will bear interest at the prevailing market rate.
6. **Prepayment:** The Borrower may, at his or her option and without penalty, prepay all or any part of the principal and accrued interest on the original loan amount at anytime.
7. **Acceleration:** If the Borrower fails to make a scheduled repayment or fails to comply with any other term of this Promissory Note, the entire unpaid balance of the loan, including interest due and accrued will at the option of the school, become immediately due and payable.
8. **Deferment:** NFLP borrowers are eligible for deferment for up to 3 years, (1) when the borrower is ordered to active duty as a member of a uniformed service of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard, the National Oceanic and Atmospheric Administration Corps, service as a volunteer under the Peace Corps Act or the U.S. Public Health Service Commissioned Corps); a borrower who voluntarily joins a uniformed service is NOT eligible for deferment, nor is a borrower who is employed by one of the uniformed services in a civilian capacity, or (2) for up to 10 years, when the borrower graduates or is employed, and decides to return to a graduate nursing education program to pursue an advanced degree to further their preparation as nurse faculty.
9. **Death and Disability:** In the event of the Borrower's total and permanent disability or death, the school will cancel any remaining payments on the Note. Schools must notify HRSA by submitting an official notification letter and a completed NFLP Due-Diligence Form through the electronic handbook (EHB) system. Loan cancellation due to death and total/permanent disability must also be reported in the NFLP Annual Performance Report (APR).
10. **Forbearance:** The school may, in its discretion, place the Borrower's NFLP loan in forbearance whenever extraordinary circumstances such as poor health or hardship temporarily affect the Borrower's ability to make scheduled loan repayments. During periods of forbearance, interest continues to accrue on the unpaid principal balance of the loan.
11. **Default:** If an NFLP borrower defaults on the loan, the school must immediately stop the disbursement of the NFLP loan if applicable and begin collection on the loan. Default will occur in the following situations: failure to complete the advanced nurse education program; loss of the status as a student in good standing, as used by the School for the advanced nurse training program; failure to obtain or maintain employment as a full-time faculty member at an accredited school of nursing ("full-time" is defined in the most recent notice of funding opportunity); failure to provide certification of employment; or if the Borrower fails to make an installment payment when due or fails to comply with any other term of this Promissory Note.
12. **Exit Interview:** The Borrower agrees to provide contact information, employment information post-graduation and attend an exit interview prior to completing or terminating student status at the school.
13. **Credit Bureaus:** The school may disclose any delinquency or default on the Borrower's loan to credit bureaus.
14. **Collection Agents, Litigation, and Withholding of Services:** If the Borrower fails to make a scheduled repayment, or fails to comply with any other term of the Note, the school may:
  - a) refer the Borrower's loan to a collection agent; b) initiate legal proceedings against the Borrower; c) withhold school services from the Borrower, such as transcripts and letters of recommendation; d) refer the Borrower's loan to the Secretary for collection assistance, including offset of federal salaries; and e) pursue judicial remedies.
15. **General:** The Borrower agrees to provide all information required to complete the NFLP Annual Performance Report (APR) and will promptly inform the school of any change in name or address.
16. **Disclosure:** The school will provide to the Borrower a disclosure statement regarding the financial charges on the NFLP loans (i.e., State of Rights and Responsibilities, Truth-in-Lending). Schools that do not require signature of disclosure statements are urged to consult with institutional legal counsel to determine what is appropriate to the school's particular situation.

The terms of this Note shall be construed according to Section 846A of the Public Health Service Act, authorizing the Nurse Faculty Loan Program.

I **CERTIFY** and **ACKNOWLEDGE** that the above information is true and correct, and I have read and understand the provisions of the Note and my rights and responsibilities regarding the NFLP loan made under the Note.

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(Printed Name of Borrower)

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(Signature of Borrower) (Date)

**WARNING:** Any person who knowingly makes a false statement or misrepresentation to obtain funds from the Federal Government is subject to penalties that include fines and imprisonment under federal statute.

**Nurse Faculty Loan Program  
Statement of Borrower's Rights and Responsibilities**

1. I understand that I must, without exception, report any of the following changes to lending school if:
  - a. I withdraw as full-time nurse faculty from the school of nursing
  - b. I transfer my employment as full-time nurse faculty to another accredited school of nursing
  - c. I should be called to ACTIVE military service
  - d. I change my address
  - e. I change my name (for example, because of marriage)
2. I understand that when I graduate or withdraw from the lending school, I must be available for the school to conduct an exit-interview and provide post-graduation employment information.
3. I understand that the NFLP service obligation requires me to be employed as full-time nurse faculty in an accredited school of nursing. In return, I will receive partial loan cancellation of up to 85% of my original unpaid loan balance (including interest) and postponement of installment payments of my NFLP loan while serving as full-time nurse faculty.
4. I understand that my first installment payment will be due following the 9 months after I, 1) graduate and do not establish full-time employment as nurse faculty; or 2) cease to be enrolled as a student.
5. I understand that if I terminate my employment as full-time nurse faculty at a school of nursing, repayment of the NFLP loan must begin immediately.
6. I understand that:
  - a. an annual percentage rate of 3 percent will be charged on the original unpaid loan balance that will begin to accrue 3 months after I graduate from the advanced education nursing program
  - b. during the period of time that I am employed as full-time nurse faculty at a school of nursing, the original unpaid loan balance will bear interest at 3 percent per annum
  - c. following graduation from the program and after the 9-month grace period, if I fail to establish full-time employment as nurse faculty the unpaid loan balance will bear interest at the prevailing market rate
  - d. if I serve as nurse faculty and obtain partial loan cancellation, but subsequently cease full time employment as defined in the most recent NFLP notice of funding opportunity at an accredited school of nursing or as full-time clinical educator/preceptor at an accredited health facility, the unpaid loan balance will bear interest 3 percent per annum
  - e. the cancellation provision is NOT available if I do not establish employment within 12 months following graduation from the program
7. I understand that cancellation of any remaining payment of the NFLP loan may be granted for death or permanent and total disability. I also understand that I must inform the lending school of my disability and provide documentation.
8. I understand that I am eligible for deferment for up to 3 years, (1) if I am ordered to active duty as a member of a uniformed service of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard, the National Oceanic and Atmospheric Administration Corps, or the U.S. Public Health Service Commissioned Corps); if I voluntarily join a uniformed service, I am NOT eligible for deferment, nor if I am employed by one of the uniformed services in a civilian capacity, or (2) up to 10 years, if I graduate and am employed, and decide to return to a graduate nursing education program to pursue a doctoral degree to further my preparation as nurse faculty.

**EXHIBIT B continued**

- 9. I understand that the lending school may, based on its discretion, place my NFLP loan in forbearance when extraordinary circumstances such as poor health or hardships temporarily affect my ability to make scheduled loan repayments.
- 10. I understand that if I fail to repay my loan as agreed in the NFLP Promissory Note, the total and/or remaining loan amount may become due and payable immediately and legal action could be taken against me.
- 11. I understand that I must promptly answer any communication from the lending school regarding my NFLP loan.
- 12. I authorize the lending school to contact any school of nursing and/or accredited health facility in which I may be employed, to obtain information concerning my employment status, my period of employment or termination, my transfer to another school of nursing, or my current address.
- 13. I authorize the lending school to report any delinquency or default on this loan to credit bureaus.

ANNUAL PERCENTAGE RATE	AMOUNT of LOAN	PREPAYMENT
The annual percentage rate on the NFLP loan:  <u>3 percent or the Prevailing Market Rate</u> – As determined by the borrowers’ employment status.	The amount of NFLP loan(s) made to you.  \$ _____	If you pay off early, you will not have to pay a penalty. See the Promissory Note for any additional information about nonpayment, default, and the loan balance amount required in full before the schedule date.

I understand I have a right to request an itemization of the loan amount(s) awarded. I do /do not request an itemization.

I have received a copy of this statement.

\_\_\_\_\_ (Signature of Student)

\_\_\_\_\_ (Student I.D. Number)

\_\_\_\_\_ (Date)

# EXHIBIT C

## NURSE FACULTY LOAN PROGRAM (NFLP) LOAN APPLICATION

(To be completed by the Borrower)

This form must be completed in its entirety and returned to the office of the Bursar before a NFLP loan is made.

Awardees may use this form to collect other data required for the NFLP Reports.

**WARNING: Any person who knowingly makes a false statement or misrepresentation in a NFLP transaction, bribes or attempts to bribe a federal official, fraudulently obtains a NFLP loan or commits any other illegal action in connection with a federal NFLP loan is subject to a fine or imprisonment under federal statute.**

### SECTION I

1a. APPLICANT NAME (Last) (First) (M.I.)			2. SOCIAL SECURITY NUMBER (SSN)
1b. OTHER NAMES USED (Last) (First) (M.I.)			3. DATE OF BIRTH (Month/Day/Year)
4. CURRENT ADDRESS (Number, Street, Apartment Number, City, State, Zip Code)			5a. DAYTIME PHONE (Area Code/Number) ( )
			5b. EVENING PHONE (Area Code/Number) ( )
6. EMAIL ADDRESS		7. DRIVER'S LICENSE NUMBER AND STATE	

8. DEGREE PROGRAM: _____	9. EDUCATION LEVEL: <input type="checkbox"/> MASTER'S <input type="checkbox"/> DOCTORAL
EXPECTED GRADUATION DATE: _____	

10. PERSONAL REFERENCES -- Friend(s) and Relative(s)

- NAME \_\_\_\_\_  
ADDRESS: \_\_\_\_\_
  
- NAME \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

### SECTION II

#### 11. ACKNOWLEDGEMENT

I, the above named applicant, have been informed that I must agree to the service obligation associated with the Nurse Faculty Loan Program

THE ABOVE INFORMATION IS CORRECT AND COMPLETE AND I HEREBY AUTHORIZE VERIFICATION AS REQUIRED BY THE SCHOOL.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

**NFLP EMPLOYMENT CERTIFICATION FORM**

[*Applicant's Name*] entered into a contractual agreement with the [*Name of Lending School*] as a participant in the Nurse Faculty Loan Program (NFLP). This program requires the borrower to be employed full-time/part-time as nurse faculty in an accredited school of nursing, or as a full-time/part-time clinical educator/preceptor at an accredited health facility, or as designation of nurse faculty in a joint nurse faculty appointment serving as full-time advanced practice registered nurse (APRN) preceptor for an accredited school of nursing, within an academic-practice partnership framework for a complete year in order to receive cancellation of his/her loan. Please complete the Employment Certification Form at the bottom and return by (**mm-dd-yyyy**), to the following:

Mail to [*Lending School Address*]: \_\_\_\_\_ or

Fax to [*Lending School Fax#*]: \_\_\_\_\_

**PART I: TO BE COMPLETED BY LOAN RECIPIENT**

Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Address: \_\_\_\_\_

Beginning Date of Employment as Nurse Faculty: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Position Title: \_\_\_\_\_

I **CERTIFY** that I am employed full-time as Nurse Faculty in the above-named school of nursing, and all the information is true and correct to the best of my knowledge. If I change employment status, I will notify [*Name of Lending School*] immediately. Keep a copy for your records.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PART II: TO BE COMPLETED BY EMPLOYER**

I **CERTIFY** that the statements above concerning service of the above named NFLP loan recipient as a full-time nurse faculty are true and correct. Keep a copy for your records.

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If the above-named participant has **not** maintained faculty/clinical educator/preceptor status during this period, please provide the date(s) and explanation for the change.

Date(s): \_\_\_\_\_

Explanation: \_\_\_\_\_

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE STATEMENT OR MISREPRESENTATION OF THIS FORM IS SUBJECT TO PENALTIES, WHICH MAY INCLUDE FINES AND IMPRISONMENT UNDER FEDERAL STATUTE.**



# EXHIBIT E

## NFLP REQUEST FOR PARTIAL CANCELLATION

US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
HEALTH RESOURCES AND SERVICES ADMINISTRATION  
BUREAU OF HEALTH WORKFORCE  
5600 FISHERS LANE, PARKLAWN BUILDING, ROCKVILLE, MARYLAND 20857  
**PLEASE SUBMIT THIS FORM TO THE LENDING SCHOOL**

**INSTRUCTIONS:** A borrower under the Nurse Faculty Loan Program must submit this form to **the school of nursing which made the loan** in order to claim entitlement to loan cancellation for full-time nurse faculty employment pursuant to Section 846A of the Public Health Service Act. The form must be submitted for each complete year of full-time nurse faculty employment (as described in the most recent NFLP notice of funding opportunity in an accredited school of nursing. **Multiple forms may be used for multiple employment** as described in the NFLP notice of funding opportunity and administrative guidelines. It is the responsibility of the borrower seeking cancellation to (a) complete Part I, (b) obtain certification by the employing agency, Part II, and (c) forward the original and one copy to the lending school for cancellation of the loan at the appropriate rate in lieu of payment. The lending school will complete Part III, indicating the amount of cancellation earned (principal and interest), and return the copy to the borrower making such request.

**NAME AND ADDRESS OF SCHOOL FROM WHICH LOAN WAS MADE**  
*(Include Zip Code)*

**NAME AND ADDRESS OF THE APPLICANT** *(Include Zip Code)*

**PART I – Completed by Borrower**

I hereby apply for a partial cancellation of my Nurse Faculty Loan in the appropriate amount of principal and interest, in accordance with Sections 846A of the Public Health Service Act

**NAME AND ADDRESS OF EMPLOYING AGENCY** *(Include Zip Code)*

PERIOD OF EMPLOYMENT	
BEGINNING (Month, Day, Year)	END (Month, Day, Year)
SIGNATURE OF APPLICANT	DATE

**PART II – Certification by Employing Agency**

I hereby certify that the above statements concerning full-time/part-time nurse faculty or clinical educator/preceptor employment and the period of service are true and correct.

**NAME OF APPLICANT**

**POSITION TITLE OF APPLICANT**

**NAME AND ADDRESS OF EMPLOYING AGENCY**

CHECK:  Public     Private for Profit     Private not for Profit

**SIGNATURE OF AUTHORIZED OFFICIAL**

TITLE	DATE
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**PART III – Partial Loan Cancellation (To be completed by Lending School)**

The above-named individual's loan account has been credited for partial cancellation for full-time employment as nurse faculty in accordance with the notice of funding opportunity and the Section 846A of the Public Health Service Act, as amended, in the following amounts:

**CANCELLATION RATE BY YEAR FOR EMPLOYMENT AS NURSE FACULTY:**

1st Year - 20 percent                       2nd Year - 20percent

3rd Year - 20 percent                       4th Year - 25 percent

CANCELLED	
PRINCIPAL AMOUNT	INTEREST AMOUNT

**SIGNATURE OF AUTHORIZING OFFICIAL – LENDING SCHOOL**                      **TITLE**

**DATE**

## Exhibit F

### Nurse Faculty Loan Program Federal Capital Contribution Due Diligence Form

Institution Name: \_\_\_\_\_  
Nursing Program: \_\_\_\_\_  
(Example: DNP, PhD., MSN)  
State: \_\_\_\_\_

#### Institution Contact Person & Contact Information:

Name (first, last): \_\_\_\_\_  
Email: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

#### Borrowers' Personal Information:

Unique ID Number: \_\_\_\_\_  
Enrollment Start Date: \_\_\_\_\_  
Graduation Date: \_\_\_\_\_  
Grace Period End Date: \_\_\_\_\_  
First Payment Due Date: \_\_\_\_\_  
Date Defaulted on Loan: \_\_\_\_\_  
Date Institution Determined Loan Uncollectable: \_\_\_\_\_  
Reason for Cancellation/ Write-off: \_\_\_\_\_

(a) Principal Amount Loaned \$ \_\_\_\_\_ (b) Principal Amount Repaid \$ \_\_\_\_\_  
(c) Principal Amount Cancelled \$ \_\_\_\_\_ (d) Principal Amount Outstanding (a-b-c=d) \$ \_\_\_\_\_  
(e) Penalty/Late Charges \$ \_\_\_\_\_ (f) Interest \$ \_\_\_\_\_  
(g) Interest Cancelled \$ \_\_\_\_\_ (h) Interest Outstanding \$ \_\_\_\_\_  
(i) Total Outstanding Balance \$ \_\_\_\_\_

Below is a checklist of items to show due diligence for the NFLP loan determined uncollectible (including for death & total/permanent disability).

1. Has the loan been reviewed and processed in accordance with the due diligence requirements for loan debt collection and cancellation/write-off procedures at your institution?  
Yes  No
2. Is a promissory note(s) completed?  
Yes  No
3. Was a repayment schedule completed?  
Yes  No  N/A
4. Was an entrance (loan disbursement) process completed?  
Yes  No
5. Was an exit process completed?  
Yes  No  N/A
6. Were deferments, forbearance or employment-based cancellations granted on this loan?  
Yes  No  N/A
7. Was the loan referred to a commercial or in-house collection agency?  
Yes  No  N/A
8. Was this loan litigated or reported to a credit bureau?  
Yes  No  N/A
9. What was the reason for Write-off determination (e.g. Discharged through bankruptcy, unable to locate, etc.)?  
\_\_\_\_\_
10. Has the write-off/cancellation been reported in the APR (include report year)?  
Yes  No

Other Comments: \_\_\_\_\_

\_\_\_\_\_  
Project Director/Authorized Official's Signature

\_\_\_\_\_  
Date

**EXHIBIT G**

US DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC  
 HEALTH SERVICE  
 HEALTH RESOURCES AND SERVICES ADMINISTRATION  
 BUREAU OF HEALTH WORKFORCE  
 5600 FISHERS LANE, PARKLAWN BUILDING, ROCKVILLE, MARYLAND 20857  
**PLEASE SUBMIT THIS FORM TO THE LENDING SCHOOL**

**NFLP REQUEST FOR POSTPONEMENT OF INSTALLMENT PAYMENT**

**INSTRUCTIONS:** A Nurse Faculty Loan may be postponed, in lieu of payment in accordance with the repayment schedule established by the school from which the loan was made, only if the borrower is employed full-time as a faculty at an accredited school of nursing (as described in the most recent NFLP notice of funding opportunity and requests partial cancellation of his or her loan at the end of each complete year of such employment. Multiple forms may be used for multiple employment as described in the most NFLP notice of funding opportunity.

The borrower must submit two (2) copies of this form 30 days after the end of the 12 -month employment grace period. This form must be filed annually, in lieu of payment; subsequent requests for postponement of installment payment must be filed 30 days before the expiration date of the initial request for postponement each year of employment. It is the responsibility of the borrower seeking postponement of installment payment of loan to return this form properly executed to the school from which the loan was made.

**IMPORTANT NOTE:** Should you terminate full-time employment as nurse faculty the installment repayment(s) is immediately due and payable to the lending school.

NAME AND ADDRESS OF SCHOOL FROM WHICH LOAN WAS MADE (Include Zip Code)	NAME AND ADDRESS OF BORROWER (Include Zip Code)
	DATE GRADUATED

**PART I – CERTIFICATION OF EMPLOYMENT (To be completed by Borrower)**

NAME AND ADDRESS OF EMPLOYER	TITLE OF POSITION	
	EMPLOYMENT START DATE (Month, Day, Year)	
	UNPAID LOAN BALANCE (PRINCIPAL/INTEREST)	DUE DATE

I certify that I am employed full-time as nurse faculty as described in the most recent NFLP notice of funding opportunity and as indicated above and expect to complete one year of such employment on \_\_\_\_\_ (month-day-year), at which time I shall secure cancellation of a portion of my loan in accordance with the Section 846A of the Public Health Service Act

SIGNATURE OF BORROWER	DATE
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**PART II – CERTIFICATION OF EMPLOYMENT (To be completed by Employer)**

I hereby certify that the above statements concerning service of the above-named borrower as full-time nurse faculty or clinical educator/preceptor are true and correct.

NAME AND ADDRESS OF EMPLOYER   CHECK: <input type="checkbox"/> Public <input type="checkbox"/> Private for Profit <input type="checkbox"/> Private not for Profit	SIGNATURE OF AUTHORIZED OFFICIAL
	TITLE
	DATE

**EXHIBIT H**

US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
HEALTH RESOURCES AND SERVICES ADMINISTRATION  
BUREAU OF HEALTH WORKFORCE  
5600 FISHERS LANE, PARKLAWN BUILDING, ROCKVILLE, MARYLAND 20857

**NFLP CERTIFICATION OF DEFERMENT STATUS**

**INSTRUCTIONS:** To request deferment of repayment on your Nurse Faculty Loan, two (2) copies of a Certification of Deferment Status form must be filed with the lending school at each of the following times: (1) when your first repayment installment is due, (2) annually thereafter as long as you are eligible for such deferment, and (3) when you cease to be in eligible deferment status. A copy of the form, properly executed, as submitted to the school, should be retained for your own records.  
**NOTE:** Provisions governing deferment of Nurse Faculty Loan vary according to the date such loans were made; therefore, you should read the most recent notice of funding opportunity and the *Administrative Guidelines for repayment, deferment, and cancellation of Nursing Faculty Loan Program loans* for the specific provisions applicable to your loans before completing this form. The Guidelines are available from the school from which the loan was made.

NAME AND ADDRESS OF SCHOOL FROM WHICH LOAN WAS MADE

NAME AND ADDRESS OF BORROWER

**PART I : REQUEST FOR DEFERMENT OF REPAYMENT -To be completed by borrower if he/she:**

**Check one of the eligible deferment options below:**

- NFLP borrower performs active duty as a member of the uniformed service\*. This is to certify that I was in the \_\_\_\_\_(Name of Service), from \_\_\_\_\_ to \_\_\_\_\_.
- NFLP borrower serves as a volunteer under the Peace Corps Act, from \_\_\_\_\_ to \_\_\_\_\_.
- NFLP borrower graduated and decided to return to a graduate nursing education program to further their preparation as nurse faculty
- NFLP borrower graduated and participates in post-doctoral advanced nursing program to further their preparation as nurse faculty

I further agree to notify the school from which I receive assistance immediately upon termination of my status as indicated above.

SIGNATURE OF BORROWER

DATE

**PART II – CERTIFICATION OF DEFERMENT**

To be completed by Commanding Officer and mailed to school from which the loan was made.

NAME AND ADDRESS OF UNIFORMED SERVICE HEADQUARTERS

SIGNATURE OF COMMANDING OFFICER/ EXECUTIVE OFFICER

NAME AND ADDRESS OF EXECUTIVE OFFICER

DATE

INSTITUTIONAL ACTION (school from which the loan was made)

Approved  Disapproved

SIGNATURE

Reason for disapproval \_\_\_\_\_  
\_\_\_\_\_

DATE

\* The uniformed services of the United States are the Army, Navy, Marine Corps, Air Force, Coast Guard, the National Oceanic and Atmospheric Administration Corps, and the U.S. Public Health Service Commissioned Corps.

**EXHIBIT I**

**NFLP EXIT INTERVIEW – Questionnaire**

Date:

NFLP Participant Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Permanent Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_

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

Email Address: \_\_\_\_\_

Additional contacts able to provide your address upon request:  
\_\_\_\_\_  
\_\_\_\_\_

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

Name and Address of Employer (If known):  
\_\_\_\_\_  
\_\_\_\_\_

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

What are your future career plans?  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT I continued

### ***For All Student Borrowers:***

1. Do you know the full amount of the loan?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Have you been informed of your rights and responsibilities?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Do you understand the grace period and know when the first payment is due?  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Have you been informed of the repayment options, postponement and cancellation provisions of the Nurse Faculty Loan program?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. Do you understand the accelerated payment option?  
Yes \_\_\_\_\_ No \_\_\_\_\_
6. Do you understand that the collection officer must be informed of any change in your address?  
Yes \_\_\_\_\_ No \_\_\_\_\_
7. Do you realize the importance of paying promptly or contacting the collection officer prior to the due date if payment cannot be made for any reason?  
Yes \_\_\_\_\_ No \_\_\_\_\_

### **For Graduating Student Borrowers:**

8. Do you understand the requirement to begin full-time employment as nurse faculty at a school of nursing to be eligible for postponement of the loan?  
Yes \_\_\_\_\_ No \_\_\_\_\_
9. Do you understand that you must be employed full-time as a nurse faculty member for a complete year to be eligible for partial loan cancellation?  
Yes \_\_\_\_\_ No \_\_\_\_\_
10. Do you understand the REQUEST FOR POSTPONEMENT OF INSTALLMENT PAYMENT form?  
Yes \_\_\_\_\_ No \_\_\_\_\_
11. Do you understand the REQUEST FOR PARTIAL CANCELLATION form?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NFLP FORBEARANCE REQUEST FORM**

**Borrower Name:** \_\_\_\_\_ **Social Security Number:** \_\_\_\_\_

**Street Address, City/State/Zip:** \_\_\_\_\_

**Original Loan Balance:** \_\_\_\_\_ **Present Loan Balance:** \_\_\_\_\_

If poor health or your present financial situation makes paying your Nurse Faculty Loan Program (NFLP) loan a financial hardship, we may be able to grant you a forbearance of your NFLP loan. Principal payments are delayed during forbearance; however, interest will continue to accrue. You may pay the interest as it accrues or allow it to be added to your outstanding principal balance (capitalized) when the forbearance period ends. You must complete this entire form and show documented financial hardship before we can grant you a forbearance of your loan. Read this form carefully before signing and return it by \_\_\_\_\_.

When we receive your request, we will review it immediately and will notify you of our decision. You must continue making your regular monthly payments until your forbearance request is approved. **If you are past due on your payments, it is especially important that you return this form to us.** Collection activities will continue against you until we have received and approved this form: late notices will be sent, phone calls will be made, and, if your payments become seriously past due, the delinquency may be reported to a National credit bureau.

If you are interested in requesting forbearance of your NFLP loan, please fill out this form completely and return it to us by \_\_\_\_\_. You must provide the reason for your financial hardship before we can grant a forbearance of your loan. You may contact us at \_\_\_\_\_ if you have any questions.

**BORROWER FINANCIAL DATA**

\_\_\_\_\_  
Employer Name      Address      City      State Zip

\_\_\_\_\_  
Years Employed      Net Monthly Salary      Other Income      Source of Other Income

**Monthly Expenses:**  
RENT/MORTGAGE: \_\_\_\_\_ UTILITIES: \_\_\_\_\_ FOOD: \_\_\_\_\_ OTHER: \_\_\_\_\_

**Creditors Information:**

Name of Creditor	City/State	Monthly Payment	Balance	Past Due Amount

**REASON**

Although I intend to repay my NFLP loan balance, I am temporarily unable to make payments because (state reason below):

\_\_\_\_\_

\_\_\_\_\_



**AGREEMENT**

I request a forbearance of my NFLP loan starting \_\_\_\_\_ and ending \_\_\_\_\_. Any outstanding accrued interest may be added to and become a part of the principal of the loan at the end of the forbearance period. The projected capitalized interest during the forbearance period is

\$ \_\_\_\_\_. I will resume monthly payments on \_\_\_\_\_. I will make payments of approximately \$\_\_ per month with payments due on the same day of each month as the day the first regular payment is due until the full unpaid principal amount of the loan is paid off. I understand that periodically I will be provided with an account statement listing the activity on the loan and the outstanding unpaid principal amount at the end such period.

Do you understand that you must be employed as a full-time nurse faculty member for a complete year to be eligible for partial loan cancellation? Yes\_\_No \_\_

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 (Signature of Borrower)

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 (Date)
**FOR OFFICE USE ONLY:**

\_\_\_\_\_ (Lending School) believes, based upon the borrower's statement above and/or other communications regarding forbearance recorded in the account record that the borrower intends to repay the NFLP loan but is currently unable to make loan payments.

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 (Accepted by Authorized Official)

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 (Date)

## Truth-In-Lending Act, Regulation Z

On August 14, 2009, the Federal Reserve published a final rule amending Regulation Z (12 Part 226), which implements the Truth in Lending Act (TILA), following the passage of the Higher Education Opportunity Act (HEOA). Title X of the HEOA amended TILA by adding, in addition to other requirements, disclosure and timing requirements that apply to creditors making private education loans, which are defined as loans made for postsecondary educational expenses. Compliance with the final rule is mandatory beginning February 14, 2010. This letter is to make institutions aware of this rule.

Although HHS may be able to provide general information about this regulation, the responsibility for compliance with the regulation rests with your institution, and it is recommended that institutions consult with their legal counsel for specific guidance on its applicability.

The Federal Reserve's August 14, 2009 final rule applies to institutions that meet Regulation Z's definition of "creditor" and extend "private education loans" to their students. Loans made, insured, or guaranteed by the Federal Government under Title IV of the Higher Education Act of 1965 are specifically exempt from the TILA and the definition of "private education loan." However, loans made under Titles VII and VIII of the Public Health Service (PHS) Act are not exempt from the TILA or the definition of "private education loan." See 15 U.S.C. § 1650(a) (7) and 12 C.F.R. § 226.46(b) (5).

Accordingly, whether the new TILA requirements for creditors making private education loans apply to institutions that make loans under Title VII and VIII of the PHS Act depends on whether an institution meets the definition of "creditor" provided by Regulation Z. A "creditor" is defined under Regulation Z as "a person (A) who regularly extends consumer credit that is subject to a finance charge or is payable by written agreement in more than four installments (not including a down payment), and (B) to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no note or contract." A person "regularly extends consumer credit" if he or she extended credit more than 25 times (or more than five times for transactions secured by a dwelling) in the preceding calendar year. See 12 C.F.R. § 226.2(a) (17) (I).

Among other requirements, the amendments to TILA, as implemented by Regulation Z, require that creditors making private education loans:

- Provide a number of new disclosures to borrowers, which must be given at several different times in the loan origination process;
- Permit the borrower the right to accept the loan at any time within thirty days after receiving the approval disclosures;
- Allow the borrower the right to cancel the loan without penalty for three business days after receiving the final disclosures; and
- Obtain a signed "self-certification form" from the borrower before consummating the loan.

More detailed information about these requirements can be found in the final rule available at <https://www.federalreserve.gov/bankinfo/regzcg.htm>, Federal Reserve System 12 CFR Part 226, Regulation Z: Docket No.R- 1353.

Master promissory notes currently used for Title VII and VIII loans will not need revisions; however, truth- in-lending statement forms used by many institutions may need to be revised to comply with the new TILA disclosure rules.

NOTE: Regulation Z and its Truth-in-Lending disclosures were created and are enforced by the Federal Reserve. Any questions and concerns about the disclosures should be directed to the Federal Reserve. The code is referenced in Title 12 Banks and Banking Part 226 Truth in Lending (Regulation Z) § 226.46. The Federal Reserve's August 14, 2009 final rule applies to schools that meet Regulation Z's definition of "creditor" and extend "private education loans" to their students. Loans made, insured, or guaranteed by the Federal government under Title IV of the Higher Education Act of 1965 are specifically exempt from the TILA and the definition of "private education loan." *However, loans made under Titles VII and VIII of the Public Health Service Act (such as NFLP) are not exempt from the TILA or the definition of "private education loan."* See 15 U.S.C. Section

