

Applicant Name: _____ Applicant SSN: _____

SECTION 4: PHYSICIAN'S CERTIFICATION

READ THIS FIRST: The applicant identified above is applying for a discharge of a 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 work and earn money because of a condition that is expected to continue indefinitely or result in death. **If the applicant is able to work and earn money in any capacity in any field of work, even if only on a limited basis, you should not complete this form.** 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 establish the applicant's eligibility for this loan discharge.

Instructions for Physician:

- Complete this form only if you are a doctor of medicine or osteopathy legally authorized to practice in a state (see definition in Section 5) and only if the applicant's condition meets the definition of total and permanent disability in Section 5.
- **Type or print in dark ink. All fields must be completed if applicable. 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 accepted if the information requested in this section 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 holder(s) of the applicant's loan(s) (see definition in Section 5) or the U.S. Department of Education may contact you for additional information or documentation.

1. Ability to Work. Does the applicant's medical condition, as explained in Item 2 below, prevent the applicant from working and earning money indefinitely in *any capacity in any field of work*?
 Yes No (IF NO, DO NOT COMPLETE THIS FORM.)

If the applicant is able to work and earn money in any capacity in any field of work, even if only on a limited basis, you must answer "No."

2. Disabling Condition. Complete the following regarding the applicant's disabling medical condition. **Do not use abbreviations or insurance codes.**

(a) Provide the diagnosis: _____

(b) Describe the severity of the disabling medical condition, including, if applicable, the phase of the disabling condition: _____

3. Limitations. Explain how the applicant's condition prevents the applicant from working and earning money in *any capacity in any field of work*. 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 work and earn money in *any capacity in any field of work* because of an injury or illness that is expected to continue indefinitely or result in death.
- I understand that an applicant who is currently able or who is expected to be able to work and earn money in *any capacity in any field of work, even on a limited basis, 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 of _____, and my professional license number is _____ (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

City, State, Zip

()

()

Telephone

Fax

E-mail Address (optional)

NOTE TO VETERANS: If you are a veteran who provides documentation from the U.S. Department of Veterans Affairs showing that you have been determined to be **unemployable due to a service-connected condition**, the definitions of "conditional discharge" and "conditional discharge period" in Section 6, and all references in Sections 6 and 7 to conditional discharge, the conditional discharge period, and requirements that must be met during the conditional discharge period do not apply to you. You may qualify for a final discharge based on the determination by the U.S. Department of Veterans Affairs that you are **unemployable due to a service-connected condition**, without having to meet additional requirements during a conditional discharge period.

SECTION 5: DEFINITIONS

- If you have a **total and permanent disability**, this means that you are unable to work and earn money because of an injury or illness that is expected to continue indefinitely or result in death **OR** you are a veteran who has been determined by the U.S. Department of Veterans Affairs to be **unemployable due to a service-connected condition**. **NOTE:** This disability standard may differ from disability standards used by other federal agencies (for example, the Social Security Administration) or state agencies. Except in the case of certain veterans, a disability determination by another federal or state agency does not establish your eligibility for a discharge of your loan(s) due to a total and permanent disability.
- A **conditional discharge** is granted when the U.S. Department of Education (the Department) makes an initial determination that you have a total and permanent disability as defined above (see also Section 6). A **conditional discharge of a loan** due to a total and permanent disability allows you (and, if applicable, an endorser) to stop making payments on your loan(s) during the conditional discharge period (see definition). If you receive a **conditional discharge of a TEACH Grant service obligation**, the 8-year period in which you must complete the service obligation remains in effect during the conditional discharge period, unless you qualify for a suspension of the 8-year period based on certain provisions of the Family and Medical Leave Act of 1993.
- The **conditional discharge period** begins on the date that your physician certifies this form in Section 4 and lasts for up to three years. The conditional discharge period ends when the Department either grants a final discharge or determines that you do not qualify for a final discharge. During the conditional discharge period, the Department will monitor your eligibility for a final discharge. See also Section 6.
- A **final 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 Program, Perkins Loan Program, and/or Direct Loan Program loan. A **final 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 Department grants a final discharge if you meet certain conditions during and at the end of the conditional discharge period. See Section 6.
- 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 **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 **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 Department.
- The **holder** of your FFEL Program loan(s) may be a lender, a guaranty agency, or the Department. The holder of your Perkins Loan Program loan(s) may be a school you attended or the Department. The holder of your Direct Loan Program loan(s) is the Department. If you received a TEACH Grant, the Department holds your TEACH Grant Agreement to Serve.
- The term "**state**" as used on this form 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.

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

1. **Review of discharge application by your loan holder.** (For any of your loans that are held by the Department, or if you are applying for discharge of a TEACH Grant service obligation, the discharge process begins with the review by the Department described in Item 2, below.) After you submit your completed discharge application, your loan holder will review the discharge application and any accompanying documentation to determine whether you appear to meet the eligibility requirements for a discharge based on total and permanent disability. If applicable, your loan holder may also contact your physician for additional information. For FFEL Program loans held by a lender, this determination will be made by both the lender and the guaranty agency. If the loan holder determines that you do not meet the eligibility requirements, you will be notified of that decision. You must then resume payment of your loan(s). If your loan holder determines that you appear to meet the eligibility requirements for a total and permanent disability discharge, your loan(s) will be assigned to the Department. The Department will be your new loan holder. (**NOTE:** If you are a veteran who provides the documentation described in the "Note to Veterans" above, your loan(s) will not be assigned to the Department. However, your discharge application and the documentation you provide will be sent to the Department for review. The Department will then review the documentation to determine whether you qualify for a final discharge and notify your loan holder of the determination.)
2. **Review of discharge application by the Department.** The Department will review the physician's certification in Section 4 (if applicable) and any accompanying documentation. The Department may also contact your physician for additional information. Based on the results of this review, the Department will make an initial determination on your application. If the Department determines that you have a total and permanent disability, you will be notified that a conditional discharge has been granted for a period of up to three years beginning on the date your physician certified your discharge application in Section 4. If the Department determines that you do not have a total and permanent disability, you will be notified of that determination. You must then resume repayment of your loan(s), or if you applied for discharge of a TEACH Grant service obligation, you must comply with all terms and conditions of your TEACH Grant Agreement to Serve.
3. **Conditional discharge.** During the conditional discharge period:
 - You are not required to make any payments on your loan(s);
 - You are not considered to be delinquent or in default on your loan(s), unless you were delinquent or in default at the time the conditional discharge was granted;
 - The 8-year period in which you must complete a TEACH Grant service obligation remains in effect, unless you qualify for a suspension of the 8-year period based on certain provisions of the Family and Medical Leave Act of 1993;
 - You must promptly notify the Department if your annual earnings from employment exceed the poverty line amount for a family of two in your state;
 - You must promptly notify the Department of any changes in your address or telephone number; and
 - If requested, you must provide the Department with additional documentation or information related to your eligibility for loan discharge. This may include, but is not limited to, documentation of your annual earnings from employment or additional medical documentation. As part of the Department's initial review of your loan discharge application, or at any time during or at the end of the conditional discharge period, the Department may also arrange for a review of your medical condition by an independent physician, at the Department's expense.
4. **Final discharge.** If you meet the following eligibility requirements during and at the end of the conditional discharge period, the Department will grant a final discharge at the end of the 3-year conditional discharge period:
 - Your annual earnings from employment do not exceed the poverty line amount (see Note below) for a family of two in your state, regardless of your actual family size;
 - You do not receive any new loans under the FFEL, Perkins Loan, or Direct Loan Program or a TEACH Grant; and
 - If a FFEL Program loan was certified, a Perkins Loan was awarded, or a Direct Loan program loan or TEACH Grant was originated before the date your physician certified your discharge application, but a disbursement of that loan or grant is made during the conditional discharge period, you provide the Department with documentation showing that the disbursement was returned to the loan holder or (for a TEACH Grant) the Department within 120 days of the disbursement date.If the Department grants a final discharge, the discharge will be reported to credit bureaus, and any loan payments made after the date your physician certified your total and permanent disability loan discharge application will be returned to the person who made the payments. If you are granted a final discharge based on a determination by the U.S. Department of Veterans Affairs that you are **unemployable due to a service-connected condition**, any loan payments made after the effective date of the Department of Veterans Affairs determination will be refunded.

Note about employment earnings: If you are required to have a physician complete Section 4, the physician cannot certify that you have a total and permanent disability if, at the time of the physician's certification, you are able to work and earn money in *any* capacity in *any* field of work. However, if you attempt to work during the conditional discharge period, you may earn up to the poverty line amount each year during that period. This standard allows you to try to work without being disqualified from receiving a final discharge. The poverty line amounts are updated annually. The Department will notify you of the current poverty line amounts during each year of the conditional discharge period.

5. **Requirement to repay loans or complete TEACH Grant service obligation if you do not qualify for a final discharge.** If you do not meet the requirements for a final discharge as described above at any time during or at the end of the conditional discharge period, the conditional discharge period will end and you will not receive a final discharge. If you received a conditional

SECTION 6: DISCHARGE PROCESS / ELIGIBILITY REQUIREMENTS / TERMS AND CONDITIONS FOR DISCHARGE (continued from previous page)

discharge of your loan(s), this means that you will be responsible for repaying your loan(s) in accordance with the terms of your promissory note(s). However, you will not be required to pay interest that accrued on your loan(s) from the date the Department made an initial determination that you were totally and permanently disabled until the date the conditional discharge period ended. The Department will continue to be your loan holder. If you received a conditional discharge of your TEACH Grant service obligation, 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

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

1. If you are granted a **final discharge** due to total and permanent disability, you are not eligible to receive future loans under the FFEL, Perkins Loan, or Direct Loan programs or 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.
2. If you are granted a **conditional discharge** based on a total and permanent disability and you request a new FFEL, Perkins Loan, or Direct Loan program loan or a new TEACH Grant during the conditional discharge period, you are not eligible to receive the new loan or TEACH Grant unless:
 - You obtain a certification from a physician that you are able to engage in substantial gainful activity;
 - You sign a statement acknowledging that neither the previous conditionally discharged TEACH Grant service obligation or loan(s) nor the new loan or TEACH Grant service obligation can be discharged in the future on the basis of any injury or illness present when you applied for a total and permanent disability discharge or 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;
 - You sign a statement acknowledging that the conditionally discharged loan(s) or TEACH Grant service obligation will be removed from conditional discharge status; and
 - The Department has removed the conditionally discharged loan(s) or TEACH Grant service obligation from conditional discharge status (see Section 6, Item 5).

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. The valid OMB control number for this information collection is 1845-0065. The time required to complete this information collection is estimated to average 0.5 hours (30 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection.

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4537. **Do not send the completed loan discharge application to this address.**

If you have comments or concerns regarding the status of your individual submission of this form, contact your loan holder (see Section 3).