

**REHABILITATION SERVICES ADMINISTRATION (RSA)
PAYBACK AGREEMENT**

**ALL RSA SCHOLARS ARE REQUIRED TO SIGN THIS DOCUMENT
ACKNOWLEDGING THEIR UNDERSTANDING OF THE RSA REHABILITATION
LONG-TERM TRAINING PROGRAM, FINANCIAL OBLIGATION, AND SERVICE
OBLIGATION AS A RECIPIENT OF THE TRAINEESHIP BEING PROVIDED.**

**THIS AGREEMENT MUST BE SIGNED AND DATED
BY THE RSA SCHOLAR AND UNIVERSITY OFFICIAL (PROJECT DIRECTOR).**

Important Note to the Grantee: **Prior to disbursing financial assistance or granting training to a scholar, you must enter into the below agreement, where the scholar agrees to the terms and conditions set forth herein. An agreement must be executed between the grantee and scholar for each subsequent year that scholarship funds are disbursed,** including the terms and conditions.

This Scholarship Agreement is entered into on the date noted below in compliance with Federal regulations at Title 34 of the CFR (Code of Federal Regulations), Part 386 related to the Long-Term Training Program funded by the Rehabilitation Services Administration of the U.S. Department of Education.

TERMS AND CONDITIONS

I, **(insert name of scholar)**, agree to abide by the stipulations noted below as conditions of receipt of the scholarship for training in the _____ **(insert name of program)** at _____ **(insert name of institution)** under **PR/Award # (insert grant number)**.

My receipt of these scholarship funds is predicated upon the expectation that I will seek and maintain employment in a designated State rehabilitation agency or in a nonprofit rehabilitation agency, professional corporation, professional practice group, or related agency providing services to individuals with disabilities under an agreement with a designated State agency. Under the terms of the Long-Term Training Program, scholarship funds include all disbursements or credits for student stipends, tuition and fees, and student travel in conjunction with training assignments.

Therefore, as a designated RSA (Long-Term Training) scholar, **I agree to:**

- (1) Enroll in a course of study leading to a certificate or degree;
- (2) Receive training at the educational institution or agency designated in this scholarship agreement;
- (3) Not accept payment of educational allowances from any other entity if that allowance conflicts with my obligation under this agreement;

- (4) Not receive concurrent scholarships for the same academic term from more than one project under this program;
- (5) Enter this signed written agreement with the grantee, prior to the receipt of scholarship funds, as required in §386.34(c); and,
- (6) Maintain satisfactory progress toward the certificate or degree as determined by the grantee (program officials).

Upon exiting the training program, **I further agree to:**

- (7) Maintain employment on a full- or part-time basis --
 - (a) **In the field of study for which the training was provided;**
 - (b) In a nonprofit rehabilitation agency or related agency or in a State rehabilitation agency or related agency, including a professional corporation or professional practice group through which the agency has a service arrangement with the designated State agency; and
 - (c) Complete the service obligation that will begin after exiting the training program for which the scholarship was awarded and a two-year grace period. The service obligation is calculated as thus: for every one year of financial assistance a scholar receives, the scholar must work two years in service full-time.
- (8) The employment obligation as applied to a part-time scholar will be based on the accumulated academic years of training for which the scholarship is received.
- (9) **Repay all or part of any scholarship received, plus interest** as provided in 34 CFR 386.43 **if I do not fulfill the requirements** of this agreement and/or complete one academic year of training, except as the Secretary of Education by regulations may provide for repayment exceptions and deferrals.
- (10) Immediately inform the institution which awarded the scholarship and update the RSA Payback Information Management System (PIMS) of any change of name, address, or employment status and enter all employment for review and approval in PIMS pursuant to the terms of the agreement, until I have satisfied the employment obligation described above.

CERTIFICATION

Scholar: I, (name of scholar), hereby certify that the Federal regulations noted above in this Agreement have been explained to me and a copy of the RSA Long-Term Training Program Scholarship (Payback) Manual has been made available to me by the institution that awarded the scholarship funds. I further acknowledge a meeting was held on **(insert date)** with the below named official and I certify that all information I provided is true and correct to the best of my knowledge. I understand that if I purposely give false or misleading information, I may be fined in an amount not less than \$5,000 and not greater than \$10,000, plus 3 times the amount of damages the Government sustains due to my false statement. - False Claims Act, 31 USC § 3729. _____ **Scholar's initials and date**

Project Director for (insert grant number) or official of (insert name of institution): By signing this Agreement, I acknowledge that I met with the scholar on **(insert date of meeting)** and fully discussed the terms and conditions of the scholarship and provided him/her with a copy of the RSA Long-Term Training Scholarship (Payback) Manual. I, therefore, certify that all information provided herein is true and correct to the best of my knowledge. I understand that if I purposely give false or misleading information, I may be fined in an amount not less than \$5,000 and not greater than \$10,000, plus 3 times the amount of damages the Government sustains due to my false statement. - False Claims Act, 31 USC § 3729. _____ **Grantee's initials and date**

Signature of Scholar

Social Security Number

Date

Signature of Project Director

Date

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you. The authority for collecting the requested information about the scholar is P.L. 114-95 section 302 (b) of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), and the implementing regulations, CFR 386. We request the scholar's educational information pertinent to the RLTT scholarship grant received whether provided by the scholar, grantee, or other entity, including personally identifiable information (PII), under this authority in order to accurately track the scholar's records and to differentiate the scholar's financial obligation from other scholars who may have the same name. The scholar's participation in the RLTT Program is voluntary, but you must provide the requested information, including the scholar's PII, in order for the student to participate in the RLTT Program. The information will be used to ensure that recipients of scholarships provided with funds under the Rehabilitation Act meet specific statutory and regulatory requirements, including service obligation fulfillment or repayment of financial obligation.

The information in the scholar's records may be disclosed to third parties as authorized under routine uses in the appropriate systems of records, either on a case-by-case basis, or, if the Department has complied with the computer matching requirements of the Privacy Act, under a computer matching agreement.

The routine uses of this information include sending the information, in the event of litigation, to the Department of Justice (DOJ), 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 also send this information to law enforcement agencies if the information is relevant to any enforcement, regulatory, investigative, or prosecutorial responsibility within the receiving entity's jurisdiction. We may send information to the Department of Treasury and to credit agencies to verify the identity and location of the debtor and to the Department of Treasury, collection agencies, and employers of the scholarship recipient in order to service or collect on the debt. We may send information to members of Congress if you ask them to help you with questions related to this Program. 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. If necessary for the Department to obtain advice from the DOJ, we can disclose information to the DOJ. We may disclose information to the DOJ or the Office of Management and Budget (OMB) to help us determine whether the Freedom of Information Act requires the disclosure of particular records. We can disclose records to contractors if we contract with an entity to perform functions that require the disclosure of the records. Disclosures may also be made to qualified researchers under Privacy Act safeguards. Finally, disclosures may be made to OMB as necessary under the requirements of the Credit Reform Act.

Public Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1820-0617. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is *mandatory* under P.L. 114-95 section 302 (b) of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), and the implementing regulations, CFR 386. If you have any comments concerning the accuracy of the time estimate, suggestions for improving this individual collection, or if you have comments or concerns regarding the status of your individual form, application or survey, please contact Corinna Stiles, Chief, Training Programs Unit at (202) 245-6162 or via email at Corinna.H.Stiles@ed.gov directly.